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All letters intended for publication must be authenticated by the name of the writer.

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The Trinity Cause Lists.

THE CAUSE Lists for the Trinity Sittings shew a further reduction on the small total of appeals at the commencement of the Easter Sittings. Then the figure was 130; in the present lists it is only 120. A year ago it was 346, and two years ago 337. The Chancery Cause Lists contain 306 causes and matters for hearing; in the Easter lists the number was 326, and a year ago 245. This appears to shew that the business remains at a higher level than in the recent years of depression. The total in the King's Bench Division is 656, a slight reduction on the 666 of last sittings. A year ago the number was 739. In the Probate, Divorce, and Admiralty Division there are 363 causes for hearing.

The Late Sir John Day.

THE DESCRIPTION of the late Sir JOHN DAY in some of the daily papers as a "great judge" goes a good deal too far. The severity of his sentences in criminal cases was often the subject of unfavourable comment, and with regard to the civil business, he took no interest in the Divisional Court, and bustled through the causes set down for trial before him, summing up the evidence in a hurried and somewhat unintelligible manner, and finally, according to the familiar phrase, "throwing the case at the heads of the jury." But his powers as an advocate at *Nisi Prius* could hardly be questioned. In days when technicality was not wholly banished from the courts he was thoroughly conversant with the rules of practice and evidence, and would always discover with unerring sagacity the point upon which the case must ultimately be decided. His coolness and self-possession were unfailing, and his remarkable gifts as a humourist gave him extraordinary advantages in the cross-examination of witnesses. It was, as he often said, a weary time before he achieved success at the bar, and a large proportion of the cases in which he was engaged were not of any special interest or importance. It is quite possible that, if circumstances had been more propitious and he had received a training more favourable to the development of the higher qualities of his intellect, his career on the bench would have been one of conspicuous success. But his promotion came at a time when he had lost much of his interest in the profession, and he probably welcomed it more as a release from the strife of the bar than as an opportunity for dignified and intellectual labour.

The Public Trustee Barred.

A CORRESPONDENT, whose letter we print elsewhere, presents a view of the Public Trustee's office which is at variance with that

which we have entertained, and with the view entertained, we believe, by the profession generally. He considers British jurisprudence to be behind that of European countries in that it has been so late in adopting an official trustee, and his idea of a trustee is that he should be a person, like a bank director, who avoids all sentiment and considers only the security—that is, the financial aspect of the trust. It may be readily granted that financial security is the chief object to be aimed at in the management of trust estates, and, where this cannot be otherwise guaranteed, the Public Trustee can be employed in his character of custodian trustee. But there is another aspect to the administration of a trust than the financial one. A trust is a matter which concerns family and private affairs, and we believe that the great majority of testators and settlors will prefer that these affairs should be managed by relatives and friends of the family rather than by a public official; hence our suggestion that a clause barring the Public Trustee is likely to be of frequent occurrence. As to British practice lagging behind that of other countries in regard to official interference in private affairs, we are quite content that this should be so. Officialism has, unfortunately, made great strides here, but we are not anxious to have it pervading every department of life. The Public Trustee has now been introduced, and possibly he has come to stay; but there is no reason to extend his activities beyond those cases in which he is really required. We beg leave to doubt whether in ten years' time private trustees will be the exception, but this is not a long time to wait to test the experiment.

Forbearance to Enforce a Gaming Debt.

We cannot but express our hearty sympathy with the decision of Jelf, J., in the recent case of *Green* v. *Tombleson*. The action was to recover £200 on a cheque given by the defendant, and the defence was that it was given in respect of a gaming transaction, and, therefore, upon an illegal consideration. The plaintiff's counsel then contended that there was a fresh consideration for the cheque, as the plaintiff had abstained from pressing the defendant for payment of the gaming debt on his statement that if he were pressed he would be ruined. The learned judge held that this was not sufficient evidence of a fresh consideration, and gave judgment for the defendant. There may be persons who have no sympathy with legislative interference with the remedies for gaming debts or debts of honour, as they are sometimes called. But the Gaming Acts remain unrepealed, and the intention of these Acts is clearly that no relief in respect of wagering contracts should be granted by courts of justice. All attempts to revive a gaming debt by the semblance of a fresh consideration should, if necessary, be prevented by express enactment.

Libel by Trade Protection Society.

From the time of its being set up in 1903 the High Court of Australia has probably reversed more decisions of the State courts than it has affirmed, when these have come before it on appeal. But until the other day, in the case of *Blake* v. *Bayne*, no decision of the High Court had been, when directly appealed from, reversed by the Privy Council. Closely following, however, *Blake* v. *Bayne* comes another instance of an Australian decision reversed by the Privy Council: *Macintosh* v. *Dunn* (*Times*, 4th of June). The case has considerable interest for that part of the mercantile community that is concerned with trade protection societies. The action was one for libel brought in New South Wales against a trade protection society for publishing information about the plaintiffs in their business as ironmongers. At the trial the plaintiffs obtained a verdict for £800. The Supreme Court of New South Wales ordered a new trial; but on appeal the High Court of Australia ordered judgment to be entered for the defendants. From this decision the plaintiffs appealed to the Privy Council, with the result that the Judicial Committee have reversed the High Court and restored the original verdict for the plaintiffs. In the course of the judgment, delivered by Lord Macnaghten, it was laid down that publication, as made by the defendants under the circumstances in which trade protection societies publish their information, is not made on a privileged occasion, but is made purely as a matter of business and for gain. Although "in this country there is no authority directly in point," yet to treat publication of the kind now under consideration as made on a privileged occasion is not in accordance with the principles of English law.

The Rights of Way Bill.

The principal clause of the Public Rights of Way Bill, brought in by Mr. Winfrey and read a second time on the 22nd of May, will be regarded with some anxiety by landowners, notwithstanding the unlikelihood of the Bill passing into law during the present session. The Bill provides that where any way upon or over any land has been actually enjoyed by the public without interruption for a full period of twenty years, such way shall be deemed to have been dedicated as a public highway, unless it shall appear that there is sufficient evidence arising during that period negativing the intention to dedicate such way, or unless there was no person in possession of such land capable of dedicating such way at any time during such period of twenty years. And where such way has been enjoyed as aforesaid for a full period of forty years, such way shall be deemed conclusively to have been dedicated as a public highway, unless there is sufficient evidence arising during that period negativing the intention to dedicate such way. The latter part of this clause is framed wholly in disregard of the principle that in order that users may confer an easement the owner of the servient inheritance must have known that the easement was enjoyed, and also have been in a situation to interfere with and obstruct its exercise had he been so disposed. It has hitherto been understood that although a leaseholder in possession may, if he likes, dedicate his own property to the public by deed-poll or by tacit acquiescence, he is not allowed to alienate any interest in that which does not belong to him—namely, the reversion. The lessor, after granting a lease of the premises, has no right of entry upon the soil and has not necessarily any cognizance or suspicion of the user of a right of way over land in the possession of his tenant. Even where the user of such a right of way by strangers is brought to his notice, he is not entitled to question them as to the circumstances under which they claim to exercise their right. It should be possible to simplify the law as to proof of a public right of way without endangering the position of reversioners.

Are the County Courts Encroaching upon the Business of the High Court.

A decrease in the number of cases entered for trial in the King's Bench Division during some recent sittings is by some persons explained by the fact that many cases entered in the High Court have been sent for trial to the county courts. Complaints are at the same time made that such cases occupy the time of the county court judges and render it almost impossible for them to deal with the work for which those courts were established. These complaints may be contrasted with former references to arrears in the Court of Appeal and in the High Court and urgent recommendations that the number of our judges should be increased. Complaints of the encroachment of the county courts upon the business of the older tribunals are no novelty. They began immediately after the constitution of the county courts in 1846, when the limit of the jurisdiction in actions of debt was £20. In a letter written from Exeter in March, 1849, the late Lord Coleridge says: "When they extend the jurisdiction of the county courts to £50 or £100, as they talk of doing, I can hardly understand what there will be left for a common lawyer on a circuit like this except the criminal business, which is more and more neglected and jobbed every day." Similar lamentations were made at the time of what was considered the "vast extension" of the jurisdiction of the county courts in 1867. A large number of barristers doubted whether the London courts would any longer supply a livelihood to the juniors of the profession, and whether the majority would not be driven to seek their fortune in counties remote from the metropolis. It is unnecessary to refer to the additions which have since been made to the business of the local tribunals, but London continues to be selected as the place for the trial of the heavier and more important causes which are entered in our courts. And if we consider the time occupied by several of these cases during the last few months, we cannot wonder that suitors should begin to ask whether the inferior courts do not provide a less expensive and more expeditious solution of the ordinary matters in difference between them.

Application of Insurance Money in Rebuilding.

THE DECISION of SWINFEN EADY, J., in *Re Quicke's Trusts* (1908, 1 Ch. 887) will probably dispel any doubt which may have been felt as to the operation of section 83 of the Fires Prevention (Metropolis) Act, 1774, outside the "bills of mortality," that is, the Metropolis. The full title of the Act, as well as the short title which has been adopted for the small part which remains unrepealed, indicate that the Act was intended only to apply to the Metropolis, and most of its provisions were clearly so restricted. But the principle of section 83, empowering persons interested in buildings which have been destroyed by fire to require the insurance moneys to be expended in rebuilding, is of universal application, and in *Ex parte Gorely* (4 De D. J. & S. 477) WESTBURY, L.C., upon a consideration of the special preamble prefixed to the section, and of the object and language of the section itself, decided that it was not restricted, like the main part of the Act, to the Metropolis. This decision would probably have been regarded as settling the construction of the statute had not Lord WATSON in *Westminster Fire Office* v. *Glasgow Provident Investment Society* (13 App. Cas., p. 716) cast doubt upon it. "Having regard," he said, "to the preamble of the statute, and to the general scope of its provisions, it humbly appears to me that if a question were to arise as to its applicability within the realm of England beyond the bills of mortality, the decision in *Ex parte Gorely* would require to be carefully considered." But in fact the preamble of the statute and the scope of its provisions were carefully considered by Lord WESTBURY, and he arrived at a result which was at once sensible and convenient. If the application of insurance moneys in rebuilding can be enforced in London, it should be equally capable of being enforced elsewhere. The decision in *Ex parte Gorely* was given in 1864, and after this lapse of time there can be no justification for calling it in question. This was the opinion of SWINFEN EADY, J., who unhesitatingly accepted it; and after this rehabilitation it is not likely that any further doubt will be cast upon it.

Knock-out Auctions.

A CASE of general interest relating to auctioneers' licences was recently heard by the justices at Lexden and Winstree Sessions in Essex. The defendant, a dealer of Norwich, was summoned under the Auctioneers Act, 1845, for exercising the business of an auctioneer without a licence. Section 4 of the Act enacts that "every person who exercises or carries on the trade or business of an auctioneer, or who acts in such capacity at any sale, and every person who sells or offers for sale any goods or chattels . . . at any sale where any person or persons become the purchaser of the same by competition and being the highest bidder, either by being the single bidder or increasing upon the biddings made by others, or decreasing on sums named by the auctioneer or person acting as auctioneer or other person at such sale, or by any other mode of sale by competition shall (except as hereinafter in this Act mentioned) be deemed to carry on the trade or business of an auctioneer, and shall be required to take out such licence as by this Act directed." It appeared that at a sale of furniture and effects in a dwelling-house a quantity of old English silver was purchased by the defendant, and he afterwards, according to the evidence of a police sergeant, proceeded to an outhouse accompanied by seventeen or eighteen persons, and there put up the silver for sale, the other men bidding against each other and the defendant knocking each lot down to the highest bidder. Upon being asked whether he had an auctioneer's licence, he replied that he had not and did not require one. The defence was that the sale by the defendant was not a public auction but a private arrangement confined to a limited number of persons. The sale apparently came within the ordinary definition of a "knock-out," which is described in the last edition of Murray's Dictionary as a combination of bidders at a sale who, deputing one to bid, save the increase of price which further competition causes and subsequently have a private sale among themselves. The justices found the defendant guilty of acting as an auctioneer without a licence and fined him in the amount of the penalty imposed by the Act, but agreed to state a case. It may be hoped that the decision of the justices will be upheld, and knock-out sales definitely brought within the penalities of the Act.

Quashing a Conviction for Misdirection.

THE COURT of Criminal Appeal recently in the case of *Rex* v. *Dyson* found themselves bound to quash the conviction and direct the release of a man whom they felt to deserve severe punishment. There had been, beyond question, a misdirection by the judge at the trial on a vital point. The court desired to direct a new trial, but decided that they had no power so to do. The case has raised much discussion, and a considerable amount of feeling has been expressed with regard to an Act which may thus cause a serious miscarriage of justice. The opinion has also been expressed that the Court of Criminal Appeal were wrong, and that they had in fact the power to order a new trial. This opinion, however, we submit, is ill-founded, and will not stand the test of authority. It is to be remembered, also, that Parliament deliberately refused to give the court this power, and that the Act provides that they shall, if they allow an appeal, "quash the conviction, and direct a judgment and verdict of acquittal to be entered." The contention put forward (but dismissed as inadmissible by so high an authority as Sir H. POLAND) is that the court, apart from the Act, had power to order a *venire de novo* on the ground that there had been a mistake. Now it is clear that the High Court has power to make such an order in certain cases; but with regard to trials for felony the power has been exercised very seldom, and its extent is not clearly defined. If it exists in the form suggested, it is inconceivable that it has not been more often exercised. In 1851, in the case of *Reg.* v. *Scarfe* (17 Q. B. 238) an order of *venire de novo* was made on the ground that inadmissible evidence had been left to the jury; but this case was strongly disapproved of by the Judicial Committee of the Privy Council in *Reg.* v. *Bertrand* (L. R. 1 P. C. 520), and does not appear ever to have been followed. The subject seems to have been most fully treated in *Reg.* v. *Murphy* (L. R. 2 P. C. 535). It is there laid down that a verdict in a trial for felony is final wherever the indictment is good and the prisoner was given in charge to a jury in due form of law empanelled, chosen, and sworn. It has often been stated that a *venire de novo* may be granted when there has been a mistrial. But this word "mistrial" is obviously far too wide to be correctly used in making such a statement. It appears from *Reg.* v. *Murphy* that if a prisoner was not allowed to exercise his right of challenge, or if the jury were improperly chosen, there would then be power to make the order. These would be examples of mistrial going to shew that there was no real trial at all, that the whole proceedings were a nullity. Again, it was stated in the case that the order might be made where there was a defect in the jurisdiction of the court, or where a verdict was given so ambiguous or inconsistent that no judgment could properly be pronounced upon it. But the suggestion that the proceedings could be set aside for misreception of evidence, or even because the jury had misconducted themselves before verdict, was repudiated by the Privy Council. There have been many cases before the Court of Crown Cases Reserved of misdirection and misreception of evidence. In many of these the judges must have been convinced of the guilt of the prisoner and have desired to order a new trial. The fact that the order has not been made on such grounds speaks for itself and shews how the word "mistrial" must be limited. We have no doubt that in *Rex* v. *Dyson* the court took the only course open to them.

Registered Charges of Leasehold Land.

WE PRINT elsewhere a further letter from our correspondent "F. R. B." on the position of a registered chargee of leasehold land in the event of the bankruptcy of the chargor. In his former letter (*ante*, p. 549) he pointed out the strength of the chargee's position in regard to his power of sale. Under section 26 of the Land Transfer Act, 1875, the registered chargee may enforce a sale of the land charged in the same manner and under the same circumstances in and under which he might enforce the same if the land had been transferred to him by way of mortgage: and see section 8 (4) and 9 (1), (2) of the Act of 1897. And under section 27 of the Act of 1875 the registered chargee may sell and transfer the land in the same manner as if he were the registered proprietor. Hence the registered chargee is not prejudiced by the bankruptcy of the chargor, provided he sells before the trustee in bankruptcy has disclaimed the lease. But the difficulty arises if the trustee takes this step while the chargee still has the property

on his hands. If the lessor does not intervene, we agree that it is not necessary for the chargee to do anything. His rights are not affected by the disclaimer, and, when he sells, he can still transfer the lease to the purchaser as if he, the chargee, were registered proprietor. But it is not to be assumed that the lessor will remain quiet. After the disclaimer he has no person to whom he can look for the payment of rent and the performance of covenants, and in the ordinary course he will seek to impose the legal liabilities of the lease upon some person interested in it, or in default he will be allowed to take back the land free from the term. Usually this means that the mortgagee has to take over the lease, and he may be required to take it, not as assignee, but with all the liabilities of the bankrupt (*Re Walker*, 72 L. T. 330), though this is not necessarily so: *Re Carter* v. *Ellis* (1905, 1 K.B. 735). But this is under the proviso to section 55 (6) of the Bankruptcy Act, 1883, which refers only to "an underlessee or mortgagee by sub-demise," and our correspondent questions whether it applies to a chargee of registered land. The point is a nice one, but it is to be noticed that later in the proviso more general words are used—"If there shall be no person claiming under the bankrupt who is willing to accept an order upon such terms"—and it is quite possible that the chargee would be required to take over the lease. The real point, however, is that under the Land Transfer Acts the position of the chargee is doubtful in this respect, while if, as our original correspondent, "G. M. S.," suggested (*ante*, p. 531), he takes an unregistered assignment, or if, as we suggested (*ante*, p. 525), he takes a mortgage by sub-demise with the usual clauses, then in the event of bankruptcy he will be able to avoid these difficulties, and the consequent expense.

"Casual Employment."

It was recognized at the time when the Workmen's Compensation Act, 1906, was passed that the Legislature, in using the expression "employment of a casual nature," had raised a difficulty which would have to come before the courts for solution, and a decision on the meaning of the words has now been given by the Court of Appeal in *Hill* v. *Begg* (reported elsewhere). The term "workman" is defined in the Act, in the first instance, by the method of exclusion. It does not include "any person employed otherwise than by way of manual labour whose remuneration exceeds £250 a year, or a person whose employment is of a casual nature and who is employed otherwise than for the purposes of the employer's trade or business." Certain other classes are also excluded. Then follows the positive provision which brings in, "save as aforesaid," all persons working under a contract of service. Thus the question of casual employment does not arise when the employment is for the purposes of a trade or business. In such cases all employment, whether casual or not, is covered by the Act. But the householder has numerous occasions for calling in outside labour for the purposes of the house or garden. And then, unless he has protected himself by a very special form of insurance, the question whether the employment is casual or otherwise may become of considerable pecuniary importance. In the case in question a man who earned his living as a window-cleaner had been accidentally killed while cleaning windows at a private house. He had been employed at the house in this capacity for two years, and the practice was for one of the servants to send him a postcard whenever the windows wanted cleaning. These postcards were sent at irregular intervals of a month or six weeks. The county court judge—Judge Selfe—held that this employment was not casual. The Court of Appeal (Cozens-Hardy, M.R., and Buckley and Kennedy, L.JJ.) have reversed his decision. The Master of the Rolls appears to have based his judgment upon the consideration that there was no contract for continuous employment, and that the employment was in fact at irregular intervals. "I am not," he said, "prepared to extend the burdens of the Act to householders who simply call in a man, not part of their regular establishment, to do a job as and when necessity arises." Buckley, L.J., pointed out that the words of the Act were not "who is casually employed," but "whose employment is of a casual nature"; so that, in his view, there might be a regular employment in employment of a casual nature. It may be suggested, however, that this treats the Act with too much subtlety. Undoubtedly the opposite to "casual" is "regular," and the question in such cases is whether the employment in question is of a casual or of a regular nature. "Regular" means according to rule or practice, and if a course of employment has in fact continued so long as to show that it is the practice of an employer to employ a particular person for a particular class of work, it might be thought that the employment was regular and not casual. There is no matter of law involved, but simply the use of the English language, and it may be doubted whether the Court of Appeal have interpreted the Act as correctly as the county court. The question, to which a correspondent calls attention in a letter which we print elsewhere, whether there was under the circumstances a "contract of service" at all, does not appear to have been discussed.

Title by Possession Against the Crown.

By section 34 of the Real Property Limitation Act, 1833, the title of the person whose remedy against one in possession of land is barred is actually extinguished, and then in effect the Act confers an actual title by virtue of possession for the statutory period. The older Limitation Acts (among them the Crown Suits Act, 1769) did not expressly purport to bar the *title* of the former owner, but merely the *remedy*. A title depending on adverse possession under the Act of 1833 is one that the courts will force upon a purchaser. It has never been decided in the English courts that a title depending on adverse possession against the Crown, under the Act of 1769, can be forced on a purchaser. In *Tuthill* v. *Rogers* (6 Ir. Eq. R. 441) it was decided by Lord St. Leonards, under the corresponding statute in Ireland, that such a title was good and should be forced on a purchaser, and that the Crown's title, as well as remedy, was barred. The same construction was placed on the English Act of 1769 by the Supreme Court of New South Wales in 1888 (in *Re Rogers* v. *Broughton*, 10 N. S. W. p. 179n.), and it has now been formally decided in the same Colony on a vendor and purchaser summons, following this case and *Tuthill* v. *Rogers* (*suprà*), that the title, as well as the remedy, of the Crown is barred by the Crown Suits Act, 1769, and accordingly that a vendor who can shew sixty years' possession against the Crown has a good title, which his purchaser must accept: *Walker* v. *Smith* (7 State Rep. (N. S. W.) 400).

Fraudulent Appropriation in "Finding" and "Mistake" Cases.

In the Court of Criminal Appeal recently an attempt was made to upset a conviction for larceny because the jury had not been expressly directed that they could not find the prisoner guilty unless he had formed the intention to misappropriate the chattel at the moment when he took it into his possession. The appeal was dismissed, on the ground upon which many appeals have been dismissed, and rightly dismissed—namely, that a non-direction is not a misdirection, that the essentials of a direction in any particular case must depend on the course which the trial took, and that, as in the case at bar the defence was that the prisoner had never at any time intended to appropriate the chattel, the direction contended for was unnecessary.

But in the course of the hearing of the appeal one member of the court, at least, indicated disapproval of the decision in *R.* v. *Thurborn* (18 L. J. M. C. 140), and there was some discussion of the difficulty which arises when on a charge of larceny the question has to be decided, at what moment the chattel was taken. Undoubtedly, notwithstanding the enactment of the statutory offence of "larceny by a bailee" and of the offences created by the Larceny Act, 1901, there still remains a gap in the law of larceny which the Legislature sooner or later will have to fill up. We shall try to measure the extent of that gap, which (we think) is not so wide as it is sometimes supposed to be, or even as rulings at assizes and quarter sessions occasionally lay down.

In the first place, it is submitted that *Thurborn's case* is good law. Upon one occasion when Baron Martin expressed doubt whether the principles laid down in that case were right, Mr. Justice Blackburn said, "I am inclined to think that we should have to adhere to it if it were to be reconsidered." In fact, to quote the language of Mr. Justice Wright, the case has been

"universally followed and, for the most part, approved." The decision seems to follow inevitably from the settled principle of the common law, that if one lawfully receives a chattel into his possession, and afterwards fraudulently appropriates it, he does not commit larceny. That principle had to be applied to the circumstances of *Thurborn's case*. THURBORN picked up a bank-note which its owner had lost, and immediately determined to appropriate it; but at the time when he found it he neither knew, nor had the means of ascertaining, who was the owner. Afterwards he came to know who the owner was, and subsequently he converted the note. It was suggested that, as THURBORN had a dishonest intention when he picked up the note, he had committed larceny. But the answer to that argument is that THURBORN's intention, however dishonest, could not, in the circumstances, take effect as a criminal act, because the note at the moment when it was found by THURBORN was incapable of being stolen by him, as he neither knew, nor had the means of ascertaining, the ownership. Hence, though the possession was accompanied by a dishonest intention, it was still a lawful possession. The original crudity of the law of larceny in respect of the finding of a chattel had been qualified since HALE's time, but what HALE says (P. C. 506) about the immateriality of the dishonest intent is applicable to the circumstances of *Thurborn's case*: "If A. finds B.'s purse in the highway, and takes it and carries it away, and hath all the circumstances which prove it to be done *animo furandi*, as denying it or secreting it, yet it is not felony." As it is now settled law that the finder of a lost chattel is as much bound by having the means to ascertain who the owner is as by actual knowledge of the fact, and as under the conditions of modern life it would rarely happen that the finder who had not such means at the time of finding would afterwards come by knowledge of the ownership, the actual point decided in *Thurborn's case* is, it seems to us, of comparatively little practical importance.

The mischievous consequences of the doctrine that lawful receipt of a chattel, coupled with the subsequent fraudulent appropriation of it, does not constitute larceny, are mitigated by the qualification that a mere physical apprehension does not constitute a legal receipt. A mental element is essential. One cannot be in legal possession of a chattel unless he assents to the possession. Hence it follows that a man has not possession of a chattel of the existence of which he is unaware, nor can he be held to be in possession of a chattel when he has assented to the possession under a mistake, believing it to be something totally different from what it is. Thus, if a sovereign is given and received under a common mistake that it is a shilling, the receiver is not in lawful possession of the sovereign; and, therefore, if, when he becomes aware of the mistake, he fraudulently appropriates the sovereign, he commits larceny. So it was held by seven out of a court of fourteen judges in *Ashwell's case* (16 Q. B. D. 190), and also by a minority of the court in Ireland in *R.* v. *Hehir* (1895, 2 Q. B. Ir. 709).

There is, however, a strong body of legal opinion which strenuously opposes this view of the law. An eminent judge has expressed their objections in the following terms: "When, then, was the taking? It is supposed to be a *thought* which passed through the prisoner's mind; but I do not think that can amount to a taking when nothing was in fact done, and when it may be the prisoner was lying in bed at a distance from the article." With great respect it is submitted that the foregoing statement does not fairly represent the view of those who venture to differ from the learned judge. They admit that the felonious taking must be an actual physical taking; and in the case put the taking is not a thought, as is suggested, but some act done towards misappropriation, and then, as the man is not in lawful possession of the chattel, that act constitutes larceny. In *Ashwell's case* the original receipt of the sovereign by the prisoner was innocent, but, though innocent, it was trespassory, like the taking of the sheep in *Riley's case* (22 L. J. M. C. 48). There RILEY had had physical apprehension of the sheep for some time before he ascertained that it was not his; when he ascertained that fact, he fraudulently appropriated the sheep, and it was held to be larceny.

The same principle is applicable to circumstances which differ somewhat from those in *Ashwell's case*. Thus, a few years ago, the following case was tried at the Central Criminal Court: A post-letter was delivered by mistake to the prisoner, who received it without any dishonest intention. Some interval elapsed before he opened the letter, when, finding that it contained a bank-note, he fraudulently appropriated the note. It was ruled that this was no larceny. But it is submitted that the ruling was wrong: for the note could not be in the lawful possession of the prisoner until he had assented to the possession, and he could not assent to the possession before he was aware of the existence of the note.

It may be pointed out, in conclusion, that the decision in *Ashwell's case* upholding the conviction brings the class of cases to which it belongs into line with the class of cases represented by *Merry* v. *Green* (10 L. J. M. C. 154). Lord COLERIDGE, C.J., said that he "could see no intelligent distinction between the delivery of a bureau not known to contain a sum of money and the delivery of a piece of metal not known to contain in it twenty shillings. Mr. Justice MATHEWS, who thought that the conviction in *Ashwell's case* could not be sustained, expressed the opinion that the effect of holding otherwise would be that "any dishonest dealing with the property of another, by whatever means the possession of the property might have been acquired, might be made the ground of a prosecution for larceny." This is not so, but obviously the effect of the decision is to restrict very considerably the operation of the most characteristic principle of larceny at common law.

Evidence in Actions Against Infants.

UNDER the earlier cases on the liability of an infant for the price of necessaries it was a question of some doubt to what extent evidence was admissible to shew that the infant was, at the date when the goods were supplied, already sufficiently provided with articles of the same kind, so that although they were necessaries, having regard to his position in life, they were not necessaries under the circumstances of the particular case—see *Ryder* v. *Wombwell* (L. R. 3 Ex. 90, 4 Ex. 32, 35 note). The point was, however, settled by the decision of the Divisional Court in *Barnes* v. *Toye* (13 Q. B. D. 410), and of the Court of Appeal sitting as a Divisional Court in *Johnstone* v. *Marks* (19 Q. B. D. 509), and as thus settled was embodied in section 2 of the Sale of Goods Act, 1893. It appears to be the result of that section that the plaintiff, if he is met by the defence of infancy, is bound to shew that the goods are necessaries both as regards the infant's position in life and as regards his actual requirements at the time when they are supplied, and that the burden of proof on both points is on the plaintiff; and this construction has been placed on the section by the Court of Appeal in *Nash* v. *Inman* (1908, 2 K. B. 1).

In *Barnes* v. *Toye* (*suprà*) the judge at the trial (A. L. SMITH, J.) had directed the jury that they had not to consider the amount of clothes—these being the goods in question—which the infant already had, since this had not been communicated to the tradesman; they had only to look to his position in life. In other words, he excluded from their consideration evidence that the infant was already well supplied, and FIELD, J., in the Divisional Court observed that this direction was warranted by the decision of the Court of Exchequer in *Ryder* v. *Wombwell* (L. R. 3 Ex. 90), though, having regard to the judgment of WILLES, J., in the same case in the Exchequer Chamber (L. R. 4 Ex. 32), the point was to be considered as an open one. The Divisional Court, however, held in *Barnes* v. *Toye* that the jury should take into consideration not merely the character of the goods, but also the question whether the defendant was in possession of such a supply of goods of the same description that he was not in want of the goods supplied. And this decision was approved in *Johnstone* v. *Marks* (*suprà*). "It lies upon the plaintiff," said Lord ESHER, M.R., "to prove, not that the goods supplied belong to the class of necessaries as distinguished from that of luxuries, but that the goods supplied when supplied were necessaries to the infant. The circumstance that the infant was sufficiently supplied at the time of the additional supply is obviously material to this issue, as well as fatal to the contention of the plaintiff with respect to it." And LINDLEY, L.J.: "If he has enough of such articles, more cannot

possibly be necessary to him. The law is in my opinion correctly stated in *Barnes* v. *Toye*."

The law as thus determined was incorporated in section 2 of the Sale of Goods Act, 1893. That section enacts that capacity to buy and sell is regulated by the general law concerning capacity to contract, and to transfer and acquire property. Then follows a proviso that where necessaries are sold and delivered to an infant, he must pay a reasonable price therefor; and "necessaries" are defined as "goods suitable to the condition in life of such infant . . . and to his actual requirements at the time of the sale and delivery." In *Nash* v. *Inman* (*suprà*) a tailor brought an action by specially-indorsed writ to recover £145 10s. 3d. for clothes supplied to the defendant during the first year of his residence as an undergraduate at Cambridge. This was the credit price, but at the trial he claimed only £122 19s. 6d., the cash price. He offered no evidence that the state of the defendant's wardrobe made the clothes necessary for him. The first order was obtained by the plaintiff's traveller, who called on the defendant at Cambridge, and the plaintiff's evidence was in substance limited to shewing that the clothes were supplied, and that they were charged for at the usual prices. The defendant's father, on the other hand, gave evidence that his son, on going up to the university, was amply supplied with proper clothes. The judge decided at the trial that there was no evidence to go to the jury that the goods were necessaries, and he entered judgment for the defendant. This decision went upon the assumption that the onus of proving that the defendant was not sufficiently supplied was on the plaintiff, and since he had given no evidence on this point, there was no case for the jury. The plaintiff appealed and sought to shew that the onus of proof was on the defendant, so that the judge had himself decided a question of fact which was for the jury.

But the Court of Appeal have held that, whatever may have been the former rule, the provision of section 2 of the Sale of Goods Act, 1893, has the effect of throwing the onus of proof as to non-sufficiency of supply upon the plaintiff. After the decision in *Johnstone* v. *Marks* (*suprà*) it was no longer open to contend that evidence as to sufficiency of supply, even when the sufficiency was unknown to the plaintiff, was not admissible, and the terms of the Sale of Goods Act require that the plaintiff shall prove both parts of the definition which constitute an article of necessity. "It is not sufficient, in my view," said Cozens-Hardy, M.R., after referring to the statutory definition, "for him to say 'I have discharged the onus which rests upon me if I simply shew that the goods supplied were suitable to the condition in life of the infant at the time.' There is another branch of the definition which cannot be disregarded. Having shewn that the goods were suitable to the condition in life of the infant, he must then go on to shew that they were suitable to his actual requirements at the time of the sale and delivery. Unless he establishes that fact, either by evidence adduced by himself, or by cross-examination of the defendant's witnesses, as the case may be, in my opinion he has not discharged the burden which the law imposes upon him."

As already stated, in *Nash* v. *Inman* the plaintiff gave no evidence at all as to the requirements of the defendant at the time when the goods were supplied, and he did not in cross-examination shake the evidence given for the defendant that he was already sufficiently supplied. Hence there was no evidence on the plaintiff's part as to the goods being required by the defendant, and as to the father's evidence, this was entirely opposed to the plaintiff's case. Either, then, there was no evidence to go to the jury at all, or, if there was, it was evidence on which the jury would have been bound to find for the defendant. Upon either view of the correct procedure the plaintiff had failed to satisfy the onus of proving that the goods were necessaries having regard, in the words of the statute, to the infant's actual requirements at the time of sale and delivery, and the appeal was dismissed. The result may be to require from the plaintiff in such an action evidence which it is difficult to procure, but this difficulty should be considered when the goods are supplied. There is no reason to suppose that the decision will make it difficult for an infant to procure things which he really requires, and the exception from the general rule as to liability which makes him liable for these ought not to be carried any further.

Reviews.

Equity.

A Practical Exposition of the Principles of Equity, Illustrated by the Leading Decisions Thereon. For Students and Practitioners. By H. Arthur Smith, M.A., LL.B. (London), Barrister-at-Law. Fourth Edition. Stevens & Sons (Limited).

A writer on equity has to cover a wide and at the same time an ill-defined field. The groundwork of his subject is, of course, the law formerly administered by the Court of Chancery, either on subjects which were ignored by the common law altogether, or on subjects in which equity overruled the harshness of the common law. But in course of time this field has been to a considerable extent covered by statute law. Thus in regard to married women separate property was at first the creature of equity; but the influence of equity has waned before the positive rules of statute law under which a married woman's rights of property are now assured. In the present work this state of things is conveniently dealt with by first collecting in the chapter on married women the original equitable doctrines as to separate estate, restraint on anticipation, and the equity to a settlement, and then, in a subsequent section, explaining the provisions of the Married Women's Property Act, 1882. In this way a clear account is presented of the present position of married women in regard to property. The progress of legislation and the accumulation of legal decisions has led to an increase in some parts of the work, and Mr. Smith has wisely balanced this by omitting the chapter on Company Law which appeared in former editions. This branch of law is essentially the creation of statute, and though in interpreting and administering the law it may be necessary to adopt equitable principles, yet the subject is more suitable for special treatment than for inclusion in a treatise on equity. Of matters peculiarly belonging to equity, specific performance is a leading example, and the chapter on this subject gives a useful and concise statement of the law. Attention may be called, also, to the convenient arrangement of the rules as to the avoidance of gifts on the ground of undue influence. The work constitutes a clear and well-arranged guide to equitable doctrines.

Wills.

A Short Treatise on the Law of Wills. By A. Guest Matthews, M.A., Barrister-at-Law. Stevens & Haynes.

Mr. Matthews' object, as he explains in his preface, is to set out as concisely as possible the legislative enactments and special principles which relate exclusively to wills, together with the broad principles and practical effect of the more important legal and equitable doctrines relating to these instruments. This is with a view to initiating the student into the subject, since Mr. Matthews finds the current practitioners' books on wills too crowded with concrete cases and subtle distinctions to be suitable for a beginner. Doubtless the book will be found useful by those for whom it is designed, but it attempts to perform a difficult task within a small space, and the author in his desire to attain brevity has sometimes perhaps sacrificed lucidity and accuracy. No point in relation to wills is of greater importance than the admissibility of extrinsic evidence, but Chapter XIII., which deals with it, is hardly satisfactory, and the definition of a latent ambiguity as one which results when, to an apparently sensible description in the will, no person or object is found to correspond, is misleading. The term "ambiguity" may perhaps be sometimes applied to such cases, but properly the ambiguity occurs when two or more persons or objects correspond to the description. The ambiguities to which the author refers are cases of erroneous description, which must in general be corrected by striking out part of the description, on the principle *falsa demonstratio non nocet*. With the subject-matter of some chapters, as those on the Child *En Ventre* and on Precatory Trusts, recent decisions have been busy, and their effect seems to be duly stated; and the book concludes with useful chapters on Estates and Gifts by Implication and on Conditions.

Evidence and Practice in Criminal Cases.

Roscoe's Digest of the Law of Evidence and the Practice in Criminal Cases (chiefly on Indictment). Thirteenth Edition. By Herman Cohen, Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell.

As far as it goes, there is no better book for the every-day use of

the practitioner in the criminal courts than Roscoe. Ten years have elapsed since the twelfth edition made its appearance. These ten years have seen the most important changes of modern times—the coming into operation of the Criminal Evidence Act and the passing of the Criminal Appeal Act. A new edition was, therefore, necessary to enable the book to keep up with the times, and here we have a new edition well up to date. One thing prevents this work from being fully acceptable to the profession; that is, the fact that it does not contain precedents of indictments. A large proportion of the criminal work of the country is done by barristers at assizes and quarter sessions far from their libraries and chambers. These practitioners want a reliable text-book which is comprehensive. If they rely on Roscoe they are left unassisted when called upon hurriedly to draw an indictment. Apart from this, however, the book is excellent and most reliable. The present editor has done his work well, though we cannot say that we like his new method of citing cases and statutes. At first, we are rather apt to be puzzled by such a citation as "*Ellis, Car. & M.* 564," but after a little while we realize that it stands for the more familiar "*Reg.* v. *Ellis*, Car. & M. 564." Again, there is something odd about the appearance of "4-5 W. 4, 36, 2," but it means the same as "4 & 5 Will. 4, c. 36, s. 2." We shall get used to these innovations, no doubt, and they certainly save space.

Criminal Law.

PRINCIPLES OF THE CRIMINAL LAW: A CONCISE EXPOSITION OF THE NATURE OF CRIME, THE VARIOUS OFFENCES PUNISHABLE BY THE ENGLISH LAW, THE LAW OF CRIMINAL PROCEDURE, AND THE LAW OF SUMMARY CONVICTIONS. WITH TABLE OF OFFENCES, THEIR PUNISHMENTS, AND STATUTES. By SEYMOUR F. HARRIS. ELEVENTH EDITION. By CHARLES L. ATTENBOROUGH, Barrister-at-Law. Stevens & Haynes.

There is no better book than this for the student preparing for the professional examinations, or for the young practitioner seeking general knowledge on the subject. In the capable hands of the present editor, who has been responsible for several editions, the book has been much improved, and this new edition will enhance its reputation. The chief change in the law since the tenth edition is, of course, the creation of the right of appeal in criminal cases. The student will here find a clear and concise exposition of the Criminal Appeal Act, and he will also find the Act *in extenso* in the Appendix. If the editor in the next edition could see his way to giving a few precedents of indictments in the Appendix, we believe he would be adding considerably to the value of the book.

Correspondence.

The Selden Society.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Referring to the announcement at the annual meeting that, consequent upon my failing health and almost habitual absence from England from October to April—the busiest time of the treasurership—I had found it necessary, with great regret, to resign the office held by me continuously since 1894, will you permit me to say that it was arranged that I should retain the post till the 1st of July, as from which date my successor will be appointed. The society's advertisement which appears in the current issue of your paper will be amended in due course by the insertion of my successor's name, it being scarcely necessary to add that any communication accidentally reaching me after his appointment will be at once forwarded on.

F. K. MUNTON.

Montpelier House, Twickenham, June, 1908.

The Decision of the Court of Appeal in *Copestake* v. *Hoper* (52 SOLICITORS' JOURNAL, 516).

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I regret to perceive from my friend Mr. Charles Sweet's letter, printed in your issue of the 6th of June, that some words used in my recent articles on the above subject were capable of being read as casting a reflection "of pitiless severity" upon a suggestion made by Mr. Sweet towards the solution of the points of law involved in the the above case. I wish to say that in writing the passage which he cites I had no idea of conveying any innuendo, and I certainly never meant to apply the expression used to his contention. My regard for Mr. Sweet's learning and experience as a real property lawyer is much too great to allow of my treating an argument advanced by him with anything but respectful consideration.

May I now again put on the gloves of controversy, and say a few words of comment on two of the conclusions pronounced by Mr. Sweet in his letter with regard to the above decision? These conclusions are:

"(2) Lord St. Leonards, Mr. Charles Davidson, Mr. Joshua Williams, Mr. Leake, Mr. Goodeve, and Mr. Challis were right in thinking that the effect of a statutory deed of grant is to transfer the actual seisin to the grantee.

"(3) Mr. T. Cyprian Williams was wrong in thinking that the effect of a statutory deed of grant is to transfer only the seisin in law, and not the actual seisin. His theory involves the notion of two persons being seised of the same land at the same moment, and this, as the Master of the Rolls pointed out, is impossible."

As to (2), Mr. Sweet has been more fortunate in his researches than I have been in mine if he has discovered in the published works of Lord St. Leonards, Mr. Charles Davidson, or Mr. Joshua Williams any definite statement of opinion that, in the case where the grantor of land goes out of possession and the grantee does not enter in (which is the only true test of the effect of section 2 of the Real Property Act, 1845), a statutory deed of grant conveys to the grantee the actual seisin, and not merely a seisin in law. As to Mr. Joshua Williams' opinion, it appears to me to be implied in Williams on Settlements, pp. 11-16, that a grantee of land may have a seisin in law only.

As to (3), I desire above all things to make the retort courteous. Let me therefore adopt the classic precedent supplied by Touchstone (not Sheppard's, but Shakespere's), and say that "I am in the mind that" the Court of Appeal gave no opinion on the question, whether the grantee is seised in deed or in law; that the judgments delivered shewed that, on the points actually dealt with, Mr. Cyprian Williams was right; and that his theory does not involve the notion of two persons being seised of the same land at the same moment. If Mr. Sweet will refer to my articles (SOLICITORS' JOURNAL, vol. 51, pp. 479, 496; vol. 52, p. 527), he will see that (both before and after the above decision) I argued that the mortgagee under a deed of grant obtains actual seisin in every case, even where the mortgagor remains in actual possession and has not expressly attorned tenant to the mortgagee; and that (both before and after the above decision) I stated, in illustration of my contention as to the effect of the enactment in question, the case of the grantor going out of possession and the grantee not entering upon the land. It is respectfully submitted that in this case there is no question of two persons being seised of the land at the same time; and that, although the above decision proved that the grantee, and not the grantor, is seised, it does not shew whether the grantee's seisin is a seisin in deed or in law. That in this particular case the grantee is seised in law is what I argued in your issue of the 30th of May last.

T. CYPRIAN WILLIAMS.

"The Public Trustee Barred."

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Knowing the impartiality of your editorial columns, I venture to think, after reading the paragraph in your issue of the 6th inst. under the above heading, that the other side of the shield should be exposed in connection with the view the profession should take upon the appointment of the Public Trustee as executor and trustee.

It is not generally known that the British jurisprudence, notwithstanding most European countries have adopted this system, is one of the last to appoint an official to take charge of trust estates whether *inter vivos* or at death.

My conception of a trustee is an inflexible person who avoids all sentiment and considers the security, that is, the financial aspect of trusts, and in my professional experience trustees have always been appointed by settlors and testators with this end in view.

Unfortunately the settlor's wishes are very often subsequently disregarded, and trustees who have not strict and inflexible integrity have been appointed with disastrous results. Such disasters could never happen with the Public Trustee, who is guaranteed by Government, and whose duty, like that of bank directors, is never to take any risks by squeezing out more income or by putting the telescope to the blind eye, as so often happens.

Further, the profession ought to welcome this institution, as it frequently happens that solicitors are blamed for what very often is the result of pressure brought upon them by trustees, who are desirous of listening to their beneficiaries and increasing the dividends by improper investments, which invariably ends in consequent loss to the estate, a view which the testator never anticipated.

Further, it is very easy, if the testator wish to have an elastic trust, to give a wide investing discretion to the Public Trustee.

It lies ill in the mouth of the profession to follow out the suggestion in your paragraph, namely, to advise testators to bar the Public Trustee, who is now a public institution, and in ten years' time private trustees and executors ought to be the exception rather than the rule

The profession ought to welcome the opportunity of being able to advise clients to appoint the Public Trustee, as very often the appointment of executors is only the result of axe grinding by

solicitors with a view to favours to come, so that the solicitor is enabled to get the appointment to act in the administration of the estate without actually making provision therefor in the will; whereas in the case of the appointment of the Public Trustee the question of the appointment of a solicitor should always be mentioned in the will, so that the testator is not hoodwinked as to the ultimate working out of his intentions.

The extension of the Public Trustee Act to Scotland will be regarded by most of my countrymen with favour. SCOTSMAN.

June 11.

Registered Charges of Leasehold Land.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—The question is whether it is necessary for the *chargee* to take for his protection the steps mentioned in your correspondent's first letter. A good deal depends on the exact nature of the interest taken by the chargee. He seems to be something more than an equitable mortgagee and something less than a legal mortgagee, but he has a legal interest in the land charged. The trustee must, of course, obtain the leave of the court to disclaim, but he will not be allowed to do anything to prejudice the rights of the chargee. It does not appear to be necessary for the chargee to apply for a vesting order, as he would not be affected by a disclaimer and could dispose of the property for the whole term.

The lessor, or original lessee (if not the bankrupt), might apply for an order vesting the property in the chargee, but there seems no reason why the chargee should make the application, nor why the court should necessarily make such an order at the instance of the lessor, although possibly in the case of an application by the lessee the chargee would be required to give an indemnity. It seems doubtful also whether the court could or would make an order making the chargee personally liable to the lessor, seeing that the proviso to section 55, sub-section 6, of the Bankruptcy Act, 1883, refers only to an underlessee or mortgagee by demise.

Assuming that the court did make an order, there is nothing to compel the chargee to procure himself to be registered as proprietor of the property.

Why should the chargee concern himself as to the person in whom the lease vests or the person who is the registered proprietor?

It looks as if a chargee is in a better position than a mortgagee by assignment or sub-demise. F. R. B.

June 15.

[See observations under "Current Topics."—ED. *S.J.*]

Workmen's Compensation.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In the recent case of *Hill* v. *Begg* it was held by the Court of Appeal that a window cleaner who was engaged from time to time was not entitled to compensation under the Act, on the ground, according to the report in the *Times*, that his employment was of a casual nature. The court appear to have fixed upon the exception contained in the first part of the section which defines a "workman." Whether the court intended to decide that the man came within the principal part of the section—that is to say, whether he was a workman, or, in other words, a "person who had entered into or was working under a contract of service with an employer," it does not clearly appear. One is perhaps entitled to infer that the court did not consider it sufficiently clear that he was not such a workman, for had the court so considered they would not have required to consider the exception. However this may be, it would seem that the court did not think it necessary expressly to decide whether he was or was not a workman within the meaning of the principal part of the section, but decided that, even assuming him to be one, he was at any rate a person referred to amongst the exceptions whose employment was of a casual nature.

I venture to draw attention to this aspect of the case which may easily be overlooked. The scope of the decision may be narrower than at first sight may appear, and it is at least disappointing that the decision does not explicitly deal with the broader and more important question, as to what is a contract of service with an employer within the meaning of the section. LAWYER.

June 12.

The remarkable diminution of amounts received in fines during the past year at the various metropolitan police courts has been the subject of official inquiry from the Home Office, and the explanation given is that it is entirely due to the operation of the new Street Betting Act. The aggregate loss of penalties from street bookmakers throughout the country is very considerable, and may be judged from the fact that many of the metropolitan courts—compared with the preceding year—return a shortage in fines of between £1,000 and £2,000.

CASES OF LAST SITTINGS.

House of Lords.

RUSSELL AND ANOTHER *v.* **STUBBS (LIM.).** 1st June.

LIBEL—STATEMENT OF CLAIM—BREACH OF RULES OF PLEADING—EMBARRASSING—APPLICATION BY DEFENDANTS TO STRIKE OUT—DISCRETION OF COURT—JURISDICTION.

A statement of claim in a libel action alleged that the libel had been published to certain persons named and to others whose names were unknown to the plaintiffs, but known to the defendants, and that the plaintiffs would rely upon the publication thereof to every person to whom they might discover it was published. The defendants moved that the statement of claim should be struck out so far as it referred to the publication of the libel to persons unknown to the plaintiffs on the ground that it was embarrassing because they knew not how to plead to it; and, further, that it gave the plaintiffs an opportunity of administering "fishing interrogatories" with the object of ascertaining whether in fact they had been so libelled. The Court of Appeal, reversing a decision of Coleridge, J., ordered that the statement of claim should stand.

Held, that there was jurisdiction, and that it was a matter of discretion whether interrogatories could be administered when a statement of claim was so drawn.

This was an appeal from an order of the Court of Appeal in a pending action in which the appellants Stubbs (Limited) are defendants, and the respondents F. M. Russell and A. Jung (trading as F. M. Russell & Co.) are plaintiffs, whereby on the motion of the respondents an order of Coleridge, J., in chambers was reversed. The question was whether or not the second part of paragraph 4 of the statement of claim should be struck out, as was ordered by Coleridge, J., upon the ground that it was contrary to the rules of pleading and not *bonâ fide* but embarrassing and vexatious. Paragraph 4 of the statement of claim ran thus: "The persons to whom the said libel was published are the following: One Staniforth and a company called Milestone & Staniforth (Limited) and some clerk or employee of the said company whose names are unknown to the plaintiffs. The plaintiffs believe that the said libel was published to some other persons whom they cannot specify, but they will rely upon the publication thereof to every person to whom they may discover it was published." The motion was that the words "the plaintiffs believe" to end of paragraph should be struck out. The Court of Appeal having ruled that the statement of claim should stand unamended, the defendants appealed. On behalf of the appellants it was contended that it was contrary to the established practice of the courts to allow such an allegation in a statement of claim in a libel action to stand which in effect enabled the plaintiff to put a fishing interrogatory to discover whether in fact the defendant had libelled him. It was a well established rule that before a plaintiff could put a defendant to plead he must tell him the libel he complained of and particularize the person or persons to whom he alleged the libel had been published, otherwise he embarrassed the defendant, for he did not know what to plead to. The appellants also denied jurisdiction.

Lord LORBURN, C., in moving that the appeal be dismissed, said he did not agree that there was no jurisdiction, and that the defendants as of right were entitled to have this part of the statement of claim struck out as embarrassing. It was a question of discretion in each case. The Court of Appeal exercised their discretion upon the ground that in the particular circumstances of this case it was not just or reasonable that the respondents should be ordered before obtaining discovery and answers to interrogatories to give further particulars of publication, under penalty of having the allegation of publication to persons other than those particularly named, who were known to the defendants but were not known to the plaintiffs, struck out from their statement of claim. In his opinion the Court of Appeal in this case had made a right order.

Lord HALSBURY protested altogether against the application of any suggested rules of pleading. The question whether the defendants would be embarrassed was a question for the judge to decide in view of the facts and circumstances in each case.

Lords JAMES OF HEREFORD, ROBERTSON, and COLLINS agreed. Appeal dismissed.—COUNSEL, *Lush*, K.C., *McCardie*, and *H. McKenna*; *Gore-Browne*, K.C., and *Frank Gover*. SOLICITORS, *Weatherley & Co.*; *Michael Abrahams, Sons, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Privy Council.

SHRAGER AND ANOTHER *v.* **MARCH.** 2nd April; 21st May.

BANKRUPTCY — POST-NUPTIAL SETTLEMENT — VOLUNTARY SETTLEMENT — BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 47.

The appellant had made a post-nuptial settlement abroad on his wife in November, 1901, and was adjudicated a bankrupt in England in November, 1903. The trustee claimed that the settlement was void under section 47 of the Bankruptcy Act, 1883. It was admitted that the appellant was solvent in 1901.

Held, that as under the terms of the settlement by the declaration of trust the settlor had ceased to have any beneficial interest in the property settled, the settlement was not void as against the trustee's claim, although there had been no actual transfer of the legal title.

This was an appeal from a judgment of the Supreme Court of Appeal of

the Straits Settlements reversing a decision of Mr. Justice Fisher. The question was whether, in the circumstances set out in the judgment below, the settlement had rightly been declared void as against the trustee's claim as being "voluntary" within the meaning of section 47 of the Bankruptcy Act, 1883. The arguments were heard before a board consisting of Lord Macnaghten, Lord Atkinson, Sir Henry de Villiers, Sir Andrew Scoble, and Sir Richard Wilson, and judgment reserved.

Lord MACNAGHTEN, in delivering their lordships' judgment, said the order of the Supreme Court declared a post-nuptial settlement made by Cecil Shrager, a bankrupt, void as against the trustee in bankruptcy. Cecil Shrager and four brothers of his, who carried on business at Singapore, Calcutta, and elsewhere under the style of Shrager Brothers, were adjudicated bankrupts in England on the 25th of November, 1903. The respondent, Mr. March, was appointed trustee in the bankruptcy. The settlement was made by deed dated the 2nd of November, 1901. By that deed Cecil Shrager declared that he or other the trustees or trustee thereof would stand seised of certain real property in Singapore upon trust for sale, and hold the proceeds when invested as therein directed upon trust to pay the income to the settlor's wife, the appellant, Hermina Shrager, during her life, for her separate use, without power of anticipation, and after her death to the settlor, if he should survive her, during the residue of his life. Then there were trusts in favour of the issue of the marriage, with an ultimate trust in default of issue for the settlor. Until sale the rents and profits of the property were to be held and applied on the same trusts as the income of the proceeds of sale when invested. It was not disputed that at the date of the execution of that settlement Cecil Shrager was solvent, and able to pay his debts without the aid of property comprised in the settlement, and that the settlement was made in good faith. It was, however, contended by the trustee in bankruptcy that under section 47 of the Bankruptcy Act, 1883, the settlement was void as against him, on the ground that the property comprised in the settlement did not on the execution thereof pass from the settlor to the trustee of the settlement. In the Supreme Court, sitting as a court of first instance, Mr. Justice Fisher held that, although there was no actual transfer of the legal title, the declaration of trust was sufficient to pass the interest of the settlor within the meaning of the enactment. On appeal it was held by the Supreme Court, consisting of Chief Justice Hyndman Jones and Mr. Justice Thornton, sitting as the Appellate Court in Bankruptcy, that the settlement of the 2nd of November, 1901, having been made by the bankrupt, Cecil Shrager, within ten years of his bankruptcy, was void as against the trustee in bankruptcy. Both the learned judges expressed an opinion to the effect that the interest of the settlor referred to in section 47 of the Act of 1883 must be the legal estate of the settlor, "for his equitable or beneficial interest," as Mr. Justice Thornton observed, "could not under any circumstances pass to the trustee, but to the *cestuis que trustent*." Their lordships were of opinion that the view of Mr. Justice Fisher was to be preferred. The words which had given rise to the difficulty were not to be found in the Bankruptcy Act of 1869. They occurred for the first time in the Act of 1883. They were certainly not well chosen. But the meaning was clear. The settler must on the execution of the settlement divest himself of all interest in the property settled. Their lordships thought that the alteration in the position of the settlor from that of beneficial owner to that of mere trustee, so far as his wife and issue were concerned, was a sufficient compliance with the exigency of the new provision contained in section 47 of the Act of 1883. Their lordships would, therefore, humbly advise his Majesty that the appeal should be allowed and the order of Mr. Justice Fisher restored, and that the respondent should pay the costs of the present appellants in the Supreme Court and of this appeal.—Counsel, *C. E. E. Jenkins*, K.C., and *E. W. Hansell*; *Herbert Reed*, K.C., and *A. H. Chaytor*. Solicitors, *Thorowgood, Tabor, & Hardcastle*; *Rehder & Higgs*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

HILL v. BEGG. No. 2. 4th June.

EMPLOYER AND SERVANT—EMPLOYMENT OF CASUAL NATURE—WINDOW CLEANER—CONTINUITY OF EMPLOYMENT—DEATH CAUSED BY ACCIDENT—COMPENSATION—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), ss. 1, 13.

A workman who is called in from time to time by a householder to do work otherwise than for the purposes of the employer's trade or business, there being no contract for permanent or periodic employment, is a person whose employment is of a casual nature within section 13 of the Workmen's Compensation Act, 1906, and cannot consequently claim the benefit of that Act, notwithstanding that his employment may have been at such regular intervals as to give rise to a well-founded expectation of employment.

This was an appeal from an award of his Honour Judge Selfe, sitting as an arbitrator under the Workmen's Compensation Act, 1906. The case raised a question of importance on the meaning of the words "employment of a casual nature" in section 13 of the Act, which is as follows: "Workman does not include . . . . a person whose employment is of a casual nature, and who is employed otherwise than for the purpose of the employer's trade or business . . . . but, save as aforesaid, means any person who has entered into or works under a contract of service or apprenticeship with an employer, whether by way of manual labour, clerical work, or otherwise, and whether the contract is expressed or implied, is oral or in writing." The facts, which were not in dispute, were as follows: The original applicant, the present respondent, was the brother of one Henry Hill, a window cleaner, who met his death while engaged in cleaning the windows at Mr. Begg's private dwelling-house. Henry Hill was a man in a small way who earned his living as a window cleaner. He asked Mrs. Begg to be allowed to clean her windows, and for two years, whenever the windows wanted cleaning, one of the servants would write a postcard asking him to call to clean the windows. These postcards were written at irregular intervals of about one month or six weeks. The learned county court judge held that in these circumstances there was sufficient continuity about the work to take it out of the definition of casual employment. He accordingly made an award in favour of the applicant. Mr. Begg appealed.

THE COURT (COZENS-HARDY, M.R., and BUCKLEY and KENNEDY, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R.—The question raised in this appeal is whether a man who was employed by the present appellant to clean windows of his private house, not by virtue of any contract entitling either the appellant to claim the man's services or the man to claim damages if not employed, is a workman entitled to compensation within the meaning of the Act of 1906. The evidence shews that for some two years when the windows required cleaning a postcard was sent to the man, who did odd jobs of this nature, and if he came he was paid 6s. 6d. a day for what he did. Section 13 of the Act contains a definition of "workman," which so far as is material is as follows: "Workman does not include a person whose employment is of a casual nature, and who is employed otherwise than for the purposes of the employer's trade or business." The appellant is a member of the Stock Exchange, and it is of course clear that the man was not employed for the purposes of his trade or business. I think the man's employment was of a casual nature. There was no engagement that he should be employed. No complaint could have been made if any other person had been employed. It was uncertain when any person would have been employed, and indeed it is not easy to frame any definition of "employment of a casual nature" which would not cover this case. A broad distinction is taken in the Act. If a man for the purposes of his trade or business employs another, it matters not that the employment is of a casual nature, such as, for example, that of a dock labourer, and the man so employed is a workman within the meaning of the Act, but an entirely different principle is applicable to the case of what, for the sake of distinction, I may call domestic engagements. I am not prepared to extend the burdens of the Act to householders who simply call in a man, not part of their regular establishment, to do a particular job as and when necessity arises. On these grounds I think the learned judge was wrong in the view which he took, and that the appeal must be allowed.

BUCKLEY, L.J.—A lady was in the habit, whenever her windows required cleaning, of sending for a certain man named Hill to clean them. There was no agreement of permanent or periodic employment, but, in fact, her practice was to send for the same man whenever the work required to be done. In that which follows I am dealing with a case of practice, but not of contract. The question is whether this man was a workman employed by the lady within the Workmen's Compensation Act, 1906. In my opinion he was not. The words in section 13 of the Act are not "who is casually employed," but "whose employment is of a casual nature." I have to investigate what is the character of the employment, not what is the main tenure of the employment. Is the employment one which is in its nature casual? Suppose that a host, when from time to time he entertains his friends at dinner or his wife gives a reception or a dance, has been in the habit for many years of employing the same men to come in and wait at his table or assist at the reception, it may be said that their employment is regular, but the employment is of a casual nature. It depends upon the whim or the hospitable instincts or the social obligations of the host whether he gives any, and how many, dinner parties or receptions, and the number of men he will want will vary with the number of his guests. In such a case the waiters may not incorrectly be said to be regularly employed in an employment of a casual nature. The employment in the present case was, I think, of a casual nature. The lady might have gone abroad for some months or might have let her house, and in either of these cases the employment would, or might have, ceased. If she remained at home there was, no doubt, a well-founded expectation of employment, which would normally have resulted in employment at intervals more or less regular, but the employment remained of a casual nature. I think the Act distinctly intended that where the employment was not in a trade or business the liability of the employer should be limited to the case of servants whose employment was not casual, but stable. This employment was not of that kind, and the case is, in my opinion, not within the Act of Parliament. It results that the appeal must be allowed and the application dismissed with costs.

KENNEDY, L.J., agreed.—Counsel, *Danckwerts*, K.C., and *McCurdy*; *Douglas Knocker*. Solicitors, *Miles, Hair, & Co.*; *S. A. Clench & Co.*

[Reported by J. L. STIRLING, Barrister-at-Law.]

CRIBB v. KYNOCHS (LIM.). No. 1. 4th June.

EMPLOYER AND WORKMAN—COMMON LAW LIABILITY—ACTION AT COMMON LAW MORE THAN SIX MONTHS AFTER ACCIDENT—FAILURE OF ACTION—SUBSEQUENT PROCEEDINGS UNDER WORKMEN'S COMPENSATION ACT—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), ss. 1 (2) (b), (4), AND 2.

A workman has an option either to claim compensation under the Workmen's Compensation Act or to take proceedings against his employer at common law, but if he elects to proceed at common law his right to claim under the Workmen's Compensation Act is thereby precluded, unless the proceedings at common law are commenced within six months from the date of the accident, in which case, if they

are unsuccessful, he may apply under sub-section 4 of section 1 of the Workmen's Compensation Act, 1897, to have the compensation under the Act assessed.

This was an appeal from an award by his Honour Judge Tindal Atkinson, sitting as an arbitrator under the Workmen's Compensation Act, 1897. The case raised a question of some importance as to the right of a workman who has brought, and failed in, a common law action against his employers subsequently to apply for compensation under the Workmen's Compensation Act. The facts were as follows: Mercy Cribb, the respondent in the present appeal, was in the employment of Messrs. Kynoch (Limited). On the 20th of February, 1905, she met with an accident in the course of her employment. Notice of the accident and injury was served on Messrs. Kynoch, but, notwithstanding this notice, an action was brought at common law by Mercy Cribb, suing by her next friend, as she was an infant of the age of 15 years, to recover damages occasioned by the alleged negligence of the employers or some person for whose default the employers were responsible. The writ in the action was issued on the 13th of March, 1906, more than a year after the accident had happened. Mercy Cribb obtained judgment in her favour in the county court, but on appeal to the Divisional Court the decision was reversed, and the action dismissed. An application was subsequently made to the county court judge on behalf of Mercy Cribb to assess compensation under the Workmen's Compensation Act, 1897. The learned county court judge made an award in her favour. Messrs. Kynoch appealed.

THE COURT (COZENS-HARDY, M.R., and BUCKLEY and KENNEDY, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R.—The plaintiff met with an accident and gave within six months a notice, which I assume would have been a good notice, under the Workmen's Compensation Act. But the plaintiff did not follow up that notice. After waiting more than six months she commenced a common law action against her employers. It was held on appeal from the county court that the defendants were not liable, and the judgment of the county court judge in her favour for £300 damages was set aside: *Cribb* v. *Kynochs* (1907, 2 K. B. 548). She now seeks to proceed against the defendants under the Workmen's Compensation Act. The county court judge has held that she can do so, and has made an award in her favour. In my opinion this award cannot be supported. The policy of the Act is that an employer ought not to be exposed to liabilities under the Act and outside the Act in respect of the same accident. This is manifest from section 1, sub-section 2 (*b*). The workman has an option. The language of that sub-section is not very happy, for it admits the construction that it has no application unless in fact the injury was caused by the personal negligence or wilful default of the employer, or of some person for whose act or default the employer is responsible. And it has been established here that there was no such negligence or wilful default. Nevertheless, I think that the true meaning of the Act is that a workman cannot proceed to trial under the Act and fail and then proceed by common law action, and also cannot proceed by common law action and, having failed in that action, then proceed under the Act. The single exception is contained in sub-section 4 of section 1, and it strongly confirms that view and seems to me to negative any wider or inconsistent right. By sub-section 4—"If, within the time hereinafter in this Act limited for taking proceedings, an action is brought to recover damages independently of this Act for injury caused by any accident, and it is determined in such action that the injury is one for which the employer is not liable in such action, but that he would have been liable to pay compensation under the provisions of this Act, the action shall be dismissed; but the court in which the action is tried shall, if the plaintiff shall so choose, proceed to assess such compensation, and shall be at liberty to deduct from such compensation all the costs which in its judgment, have been caused by the plaintiff bringing the action instead of proceeding under this Act." That sub-section has no application except when proceedings based on the common law liability of the employer have been commenced within six months of the occurrence of the accident. The second right given to the workman in that case is hedged in and guarded by the provision in favour of the employer that the costs of the action may be deducted from the compensation. It seems to me that that provision is a striking instance of the principle that, when you find one part of a case provided for, it is not right to assume that a perfectly general right is given in all other cases outside that particular instance. Apart from the authorities, with which I will deal presently, in my opinion the true view of the Act is that when a workman, who has failed in proceedings against his employer based on the employer's common law liability, has brought his action within six months, in that case and in that case only is a remedy given to the workman under the Workmen's Compensation Act. But I think that this case is, I will not say concluded by authority, but greatly assisted by authority. In *Edwards* v. *Godfrey* (1899, 2 Q. B. 333) the Court of Appeal held that the procedure prescribed by sub-section 4 must be strictly followed. In that case the action must have been commenced within the six months, and I would call attention to the result that would follow if the opposite view to that which I have taken of the meaning of the Act were adopted; the workman, if he gave notice under the Act, could wait for any period within the Statute of Limitations and proceed with a common law action which might fail, and then he could apply under the Workmen's Compensation Act without the risk of having the costs of his common law action deducted from the compensation that he might recover. The matter came before the Irish courts in *Beckley* v. *Scott* (1902, 2 I. R. 504), a case in which there was a remarkable difference of view both in the court below and in the Court of Appeal. The facts of that case are not identical with those of the present case, but they are so similar that I think I should refer to them. The plaintiff in that case had previously taken proceedings under the Workmen's Compensation Act, 1897, before the Recorder of Dublin, and the recorder had decided that the plaintiff was not within the Workmen's Compensation Act and had dismissed the application. The plaintiff did not appeal from the recorder's decision, but he subsequently brought an action in the superior courts for damages for negligence on the part of his employers. It was held by the King's Bench Division, Boyd, J., dissenting, that the proceedings in the recorder's court were no bar to the action in the superior court. In the Court of Appeal FitzGibbon and Walker, L.JJ., took the same view, Holmes, L.J., dissenting. I have read those judgments and, with the greatest respect to the learned Lords Justices, I must say that the judgment of Holmes, L.J., commends itself to my mind rather than the judgments of the majority of the court. A similar case came before the King's Bench Division in this country in *Rouse* v. *Dixon* (1904, 2 K. B. 628). In that case the workman claimed compensation from his employer under the Workmen's Compensation Act, and filed a request for arbitration. The employer set up the defence that the building in which the accident happened did not exceed thirty feet in height, which was the fact. The workman thereupon gave notice withdrawing his claim for compensation, and subsequently brought an action for damages under the Employers' Liability Act, 1880, in respect of the same accident. It was held that the claim made under the Workmen's Compensation Act was not a bar to the subsequent action for damages under the Employers' Liability Act. No doubt there are passages in the judgments of the court in that case which are difficult to reconcile with the decision of the Court of Appeal in *Edwards* v. *Godfrey* (*supra*), and it is right to say that the Lord Chief Justice and Wills, J., both expressed their concurrence with the majority of the Court of Appeal in Ireland in *Beckley* v. *Scott* (*supra*), but Kennedy, L.J., then Kennedy, J., expressed the opinion that it was not impossible to construe section 1, sub-section 2 (*b*), as meaning that the option may be exercised unless and until a claim has proceeded to a decision. Here we have a claim that has proceeded to a decision; we have the precise case contemplated by sub-section 4, and in my opinion we must hold that when the order of events is that which we have here, the only case in which a workman can obtain compensation against his employer under the Act is when he has brought his action within six months, and with the greatest respect to the learned county court judge, I think that this is not a case in which a workman can obtain compensation under the Act, and the appeal must be allowed.

BUCKLEY, L.J., delivered judgment allowing the appeal on the above grounds, and also said: The point was taken that the workman in this case was an infant, and *Stephens* v. *Dudbridge Ironworks Co.* (*Limited*) (1904, 2 K. B. 225) was cited as an authority for the proposition that the applicant by reason of infancy was not bound by having brought and prosecuted the action. There is nothing in the point. In *Stephens* v. *Dudbridge Ironworks Co.* (*Limited*) the applicant being an infant had contracted or purported to contract by a contract which was not for his benefit, and the court did but apply the ordinary rules in such a case. In the present case the litigation duly commenced in the name of the infant by a next friend was prosecuted to judgment. In such case an infant is just as much bound by the proceedings as if he were adult. If authority be needed *Neale* v. *Electric and Ordnance Accessories Co.* (1906, 2 K. B. 558) is authority for the proposition. In my opinion the appellants are entitled to succeed, and the workman's claim ought to be dismissed with costs.

KENNEDY, L.J., also delivered judgment allowing the appeal.—COUNSEL, *C. E. Jones*; *G. F. Emery* and *Edward Hart*. SOLICITORS, *Morris & Bristow*, for *William Morris*, Birmingham; *F. E. Green*.

[Reported by J. L. STIRLING, Barrister-at-Law.]

High Court—King's Bench Division.

JONES *v.* **SHERVINGTON.** Div. Court. 28th and 29th May; 2nd June

LICENSING ACT, 1901—CHILD-MESSENGER—"DRAUGHT" BEER SUPPLIED IN CUSTOMER'S OWN BOTTLE—INTOXICATING LIQUORS (SALE TO CHILDREN) ACT, 1901 (1 ED. 7, c. 27), ss. 2, 5.

Section 2 of the Intoxicating Liquors (Sale to Children) Act, 1901, provides that "every holder of a licence who knowingly sells or delivers . . . save at the residence or working-place of the purchaser, any description of intoxicating liquor to any person under the age of fourteen for consumption by any person on or off the premises, excepting such intoxicating liquors as are sold or delivered in corked and sealed vessels in quantities not less than one reputed pint for consumption off the premises only, shall be liable to a penalty."

Held, that the exception applied to any liquor which was sold in a corked and sealed vessel belonging to the purchaser, and that in this case the bottle which the child had brought to fetch a reputed pint of draught beer in, having been corked and sealed before being handed back by the barman to the child, no offence under the statute had been committed by the licensee.

Farndale *v.* Dillon (1907, 2 *K. B.* 513) *dissented from and not followed.*

Semble, *that the sending of a child for less than a reputed pint, although to be purchased in a corked and sealed vessel, would be an offence within the section.*

Special case stated by a police magistrate to have determined the question whether a publican committed an offence under section 2 of 1 Ed. 7, c. 27, when he supplied a child-messenger under the age of fourteen with "draught" beer in a bottle brought by the child to receive it, although before the bottle was handed back to the child, after being filled, it had been duly corked and sealed in accordance with the requirements of section 5. The facts set out in the special case were that the girl on the day in question was sent by her mother to the appellant's house, The Black Horse, 10, Bedfordbury, W.C., with an empty bottle for the

purpose of obtaining a pint of draught beer. The barman drew the beer from a beer-engine into a pint measure, and then poured it into the bottle brought by the girl, but before the beer was sold to her or the bottle handed to her the barman securely corked and sealed the bottle within the meaning of section 5 of the Act of 1901. The magistrate held, on the authority of *Farndale* v. *Dillon* (1907, 2 K. B. 513), that the appellant was guilty of the offence charged, and fined her 5s. and 2s. costs. The question for the court was whether, upon the above facts, this decision was correct in point of law. It was argued in support of the conviction that the whole object of the Act was to prevent as far as possible children being sent to public-houses to fetch beer, and it was submitted that if sent a publican could only supply the child messenger with bottled beer, because draught beer did not come within the words "excepting such intoxicating liquors as are sold or delivered in corked or sealed vessels," and they said that the words "as are sold" meant such "liquors as are commonly sold," and draught beer did not come within that description of liquors. On the other hand it was argued for the appellant that so long as any liquor sold to the child-messenger was sold in a bottle securely corked and sealed, and in not a less quantity than one reputed pint, no offence was committed by the publican, and it made no difference whether the beer sold was bottled beer or draught beer which was drawn off and put into the bottle which the child-messenger brought for that purpose. *Cur. adv. vult.*

Lord ALVERSTONE, C.J., in giving judgment said in his opinion this conviction could not be supported. Section 2 created two criminal offences—one on the part of the holder of the licence who knowingly sold or delivered or allowed any person to sell or deliver to a person under the age of fourteen any description of intoxicating liquor except such intoxicating liquors "as are sold or delivered in corked and sealed vessels"; the other by a person who knowingly sends a child to a place where intoxicating liquors were sold or delivered for the purpose of obtaining any description of intoxicating liquor except as aforesaid. No question arose here under the second part of the section, though it had to be considered in connection with the arguments. There was no evidence upon which the appellant could properly be convicted. The statute did not prohibit children going upon licensed premises; what it did prohibit was their being supplied with intoxicating liquors except in vessels corked and sealed. He did not agree with the view expressed by Darling, J., in *Farndale* v. *Dillon*, but he thought that, having regard to the facts of that case, the opinion Darling, J., expressed was *obiter*. The words could not reasonably bear the meaning which had been applied to them by the learned judge.

DARLING, J., delivered the following judgment: I agree in effect with the Lord Chief Justice, although the language of the statute is to my mind so vague that more than one interpretation may reasonably be put upon it, as is sufficiently shown by my brother Lawrence's agreement in the view I took in the case of *Farndale* v. *Dillon*. Having now given further consideration to the matter, I cannot remain of the opinion that the intention of the statute is so narrow as I supposed when I gave my judgment in that case. To rightly understand the Act of 1901 I think it is necessary to have regard to the Act of 1886. That statute, the Intoxicating Liquors (Sale to Children Act), 1886, dealt only with the case of selling to children on licensed premises liquor to be consumed by them; and it has for preamble these words: "Whereas it is expedient to protect young children against the immoral consequences resulting from their being permitted to purchase intoxicating liquor for their own consumption." The statute of 1901, bearing the same title, prohibits selling or delivering to children, under the age of fourteen years, save at the residence or working-place of the purchaser, for consumption by any person on or off the premises, any description of intoxicating liquor. That is the principal enacting part of section 2. After that comes the exception. If the words alone be regarded, it might be argued that the liberty allowed by section 2 of the Act of 1901 to sell liquors in open vessels to children at the homes or workplaces of those for whom they purchase shews that Parliament chiefly intended to keep young persons away from the public-house, but would allow children of any age to purchase, even for their own consumption, intoxicating liquors, provided they should do so at their residence or working-place. For the statute of 1901 repeals that of 1886, which forbade the sale of intoxicating liquor to children under thirteen years for consumption on the premises, and then it makes such provision as I have stated. To my mind, therefore, more than mere construing is required to arrive at the true intention of Parliament as expressed in this Act. Any difficult writing is best understood by those who in reading it make a judicious use of the imagination, and consider other works by the same author. Now, the Act of 1901 has no preamble; but I imagine that its object, like its title, is the same as that of the Act of 1886. Remembering this, I approach the exception in section 2, the meaning of which, and any former *dictum* concerning it, has given occasion for this case. The enactment that intoxicating liquors are not to be sold or delivered to children in less quantities than a reputed pint has in no way been explained; but it rather supports the contention which I accepted in *Farndale* v. *Dillon*, that liquors ordinarily put up and sold in bottles holding at least a pint were intended, and I think the language of the exception lends colour to this construction. But, having regard to the provisions of the Act of 1886, the mischief it is designed to prevent, and its repeal by this Act of 1901, I arrive at the conclusion that the words "such intoxicating liquors as are sold or delivered in corked and sealed bottles" apply to liquors poured into bottles brought by children to the licensed premises, which liquors, being then bottled, corked, and sealed, straightway become "such as are sold or delivered" in corked or sealed vessels. I think, therefore, that I was mistaken when I adopted the view that the words meant such liquors as are sold in bottles provided by the vendor. Now, looking at both the statutes, I have come to the opinion that Parliament intended to allow children under fourteen to be sent to fetch intoxicating liquors, probably for their parents' consumption, carefully placing a physical difficulty in the way of children who en route would help themselves to the beverages intended for other and older persons.

SUTTON, J.—The case of *Fielding* v. *Morley Corporation* (1899, 1 Ch. 1) decided that the title of an Act is an important part of the Act. The words of the title of this Act are clear, and do not indicate in any way that its object was to prevent children from being on licensed premises. The question for decision must, therefore, depend on the construction of section 2 of the Act. The words of the section in dispute are "excepting such intoxicating liquors as are sold or delivered in corked and sealed vessels in quantities of not less than one reputed pint for consumption off the premises only." These words are not in themselves ambiguous, and there is nothing in the context or in the title suggesting that any meaning is to be given to them other than their ordinary meaning. I am not therefore at liberty to introduce any word among them, as, for example, "commonly" before the word "sold." Further, with respect to the words "sold or delivered," as distinguished from the words "sold and delivered," I think the former expression shews that the section is indifferent to the time when the property in the beer put into the bottles passed to the purchaser. On the facts, therefore, stated in the case, in my judgment, the appeal must be allowed. Appeal allowed with costs.—COUNSEL, *Avery*, K.C., and *Forrest Fulton*; *Danckwerts*, K.C., and *Bodkin*. SOLICITORS, *Maitland, Peckham, & Co.*; *Wontner & Sons*.

[Reported by ERSKINE REID, Barrister-at-Law.]

REX *v.* **CURTIS BENNETT AND BOND.** Div. Court. 27th May.

DISCRETION OF MAGISTRATE TO REFUSE A SUMMONS—LIBEL—PROSECUTOR FAILS TO APPEAR IN SUPPORT OF CHARGE—ABSENCE DUE TO MISTAKE—MANDAMUS.

If a magistrate refuses to grant a summons, exercising his discretion on facts extraneous to the charge, or dismisses the case without going into the facts, as, for instance, because the prosecutor failed to appear in support of the charge, being under a mistaken idea that as only formal evidence was to be given his attendance was unnecessary, the court will direct a mandamus *to issue.*

Application to make absolute a rule *nisi* which had been obtained directing Henry Curtis Bennett, a Metropolitan police-court magistrate, and one Bond, to show cause why the said magistrate should not proceed to hear and determine the matter of an application by one John Colin Bennet for a summons against the said Bond for maliciously publishing a defamatory libel of and concerning the said Bond to the editor of *Truth*. It appeared from the affidavit of the magistrate that an application was made to him on the 12th of March, 1908, at the Westminster police-court by Bennet (who was represented by a solicitor) to issue a warrant against Bond for the alleged libel concerning the applicant. The written information did not disclose, in the opinion of the magistrate, sufficient ground, and subsequently the information was again submitted to him with further particulars. It was represented to him that Bond was then under remand at Bedford charged with a serious offence under section 44 of the Larceny Act, 1861, and that a warrant was necessary to secure his attendance to answer the charge of libel. The warrant was granted on the 12th of March. Two days later Bond was discharged at Bedford and brought up on the warrant before the magistrate. No one appeared for the prosecution, and the police officer proposed only to give formal evidence and to ask for a remand. Bond's counsel (Sir Charles Mathews) objected and asked for his client's discharge, and the magistrate, after satisfying himself that the prosecution had full knowledge of the time of these proceedings, discharged Bond from custody. On the 19th of March Bennet by his solicitor stated that it was understood that only formal evidence was to be given and a remand asked for on the 14th, and the attendance of the prosecution was unnecessary. The police officer in the case informed the magistrate that no such statement had been made by him to the prosecutor or his solicitor. In these circumstances the magistrate refused to grant a summons. Against the rule it was submitted that the magistrate had exercised his discretion, and that as Bennet had another remedy under the Vexatious Indictments Act, 1859, the rule should be discharged, and *Rex* v. *Bros* (66 J. P. 54) and *Rex* v. *Kennedy* (86 L. T. 753) were cited. In support of the rule it was denied that there had been here a proper exercise of discretion. The prosecutor had not appeared owing to a mistake.

Lord ALVERSTONE, C.J., said the case was one of difficulty. He thought that *Reg.* v. *Evans* (1890, 54 J. P. 471) shewed that a magistrate could not entertain the question of the prosecutor's civil remedy. As Lord Esher, M.R., said in that case, "The case of *Reg.* v. *Adams* (1875, 1 Q. B. D. 206) shews, at all events, under what circumstances the court is bound to say that a magistrate has exercised his discretion illegally. Cockburn, C.J., there lays it down that if the magistrates exercised their discretion on something extraneous or something illegal, it is the same as declining jurisdiction, and if a magistrate declines to exercise his jurisdiction, he must be compelled by *mandamus* to go on. . . ." In his opinion, in a prosecution for libel such as the present, the case should be heard and the accused person either committed for trial or discharged. If the magistrate considered the question of civil proceedings, he ought not to have done so. He had not gone into the facts of this case and had not exercised his discretion or come to the conclusion that he ought not to proceed with it, or that no jury would convict. It was said that the matter could go to a judge in chambers, but Coleridge, J., when it was before him, thought there had better be a preliminary investigation before a magistrate, and declined to deal with it on an *ex parte* application. He agreed with that view. The rule must on these grounds be made absolute.

DARLING and SUTTON, JJ., concurred. Rule made absolute.—COUNSEL, *S. A. T. Rowlatt*; *Douglas Hogg*; *Bodkin*. SOLICITORS, *The Treasury Solicitor*; *B. Barnett*; *Clinton & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Obituary.

Sir John Day.

We regret to record the death of the Right Hon. Sir John Day, formerly a judge of the High Court of Justice, which occurred on the 13th inst. at his residence, Falkland Lodge, Newbury. He had been seriously ill for some time. The late judge was the eldest son of the late Captain John Day, of the 49th Regiment, and was born on the 20th of June, 1826. He was educated at Freiburg and at the Benedictine establishment of Downside College, Bath. In 1845 he took his degree at the University of London, and in the following year married Henrietta, daughter of Mr. J. H. Brown, and was left a widower in 1893. He was called to the bar at the Middle Temple in January, 1849, and established a reputation by contributions to legal literature. He edited Roscoe's Nisi Prius, and also a treatise, well known in its time, on the Common Law Procedure Acts. He joined the Home Circuit, as it was called in those days, and acquired a considerable junior practice; but he did not take silk until 1872, under which year his name appeared in the list with those of Benjamin, who held a patent of precedence, Lord Herschell, and the late Lord Chief Justice. He was made a bencher of his inn in the following year, and became treasurer in 1890. In June, 1882, on the promotion of Bowen, J., to the Court of Appeal, he was made a judge of the Queen's Bench Division. On two notable occasions the late judge was called upon to discharge public duties outside ordinary judicial functions. In the autumn of 1886 a Royal Commission was appointed, of which he was chairman, to inquire into the riots which almost annually occurred in Belfast, and he was one of the three members of the Parnell Commission over which the late Lord Hannen presided, and on which he is understood to have distinguished himself by his uniform silence. He resigned towards the end of 1901, and on his retirement was sworn a member of the Privy Council, but never, it is believed, sat on the Judicial Committee. He married some years ago his second wife, a daughter of Mr. Edmund Westby, of Portland-place. He was a good judge and collector of pictures, chiefly of the Barbizon School, which he sometimes lent to public exhibitions. The late judge has left six sons and three daughters. One son, Mr. S. H. Day, is a Master of the Supreme Court.

Legal News.

Changes in Partnerships.

Dissolutions.

FREDERICK HAROLD EDWARDS, ALBERT MAYER COHN, and EDGAR BENJAMIN COHN, solicitors (Harold Edwards & Cohn), 76, Cheapside, London. May 1.

EDWARD PERCIVAL WHITLEY HUGHES and JAMES BYGOTT, solicitors (Whitley Hughes & Bygott), Horley, Surrey, and Crawley, Sussex. May 25. The said Edward Percival Whitley Hughes will continue to carry on the said business under the style or firm of E. P. Whitley Hughes. [*Gazette*, June 12.

GUY HAZLERIGG and KENNETH WHETSTONE, solicitors (Hazlerigg & Whetstone), Southwold. May 6. [*Gazette*, June 16.

General.

The King has approved the appointment of Mr. Henry W. T. Bowyear to be secretary to the Charity Commission, in succession to Mr. R. Durnford, who will be retiring from that post next month.

The Vice-Chancellor of the University of Cambridge gives notice that he has received from Professor Westlake an intimation of his intention to resign the Whewell Professorship of International Law on the 18th of June.

A public meeting was held at the Liverpool Town Hall on Tuesday for the purpose of considering the advisability of establishing by public subscription a permanent memorial in recognition of the personal worth and public services of the late Mr. Augustus F. Warr, who was a prominent citizen and for several years Member of Parliament for the East Toxteth Division of Liverpool. The Lord Mayor (Dr. Caton) presided over a large and representative attendance. The Bishop of Liverpool eulogized the public work and goodness of heart of Mr. Warr, and proposed a resolution that a public subscription be established to provide a permanent memorial of him. Sir William Forwood seconded, and suggested that the memorial might take the form of a chair of legal studies at the Liverpool University. Sir Alfred Jones supported the resolution, which was approved. An influential committee was appointed to carry out the object in view, and it was announced that £1,500 had already been subscribed to the memorial fund.

The Board of Agriculture and Fisheries have issued the annual report of proceedings under the Tithe Acts, Copyhold Acts, Inclosure Acts, Land Drainage Act, Agricultural Holdings Acts, Improvement of Land Acts, Universities and College Estates Acts, Glebe Lands Acts, and certain other Acts for the year 1907. It appears from the review of the proceedings which Mr. Rew gives in the form of his introductory letter, that in 1836, when the Tithe Commissioners were appointed, the total amount of tithe rent-charge on the land of England and Wales was, by the original commutation, £4,054,405, but this has been subject to steady reduction since that date as the result of facilities provided for merging and extinguishing the tithe by deed or declaration. The net result of these various transactions has been to reduce the total amount of apportioned tithe rent-charge at the present time to £3,717,109. The actual value, however, fluctuates, and is determined from year to year by the septennial averages of the price of grain, and it now little exceeds two-thirds of the apportioned amount, or a sum of £2,584,370. The Inclosure and Commons Acts have attracted a good deal of attention in recent years. The area of the commons regulated under the Acts of 1876 and 1899 amounts to about 34,300 acres, in addition to 4,087 acres dealt with under the Metropolitan Commons Acts. During 1907, for the fourth year in succession, no case of inclosure under the Act of 1845 was carried out, nor were the provisions of the Act of 1876 for the regulation of commons put in force in a single instance, so that it would appear that the local trouble arising from the intricacies of common rights is abating. Under the Inclosure Acts, 21 orders of exchange of lands were confirmed by the board last year, affecting 1,362 acres valued at £53,055, as compared with 27 orders in 1906, affecting 254 acres valued at £25,919. Under the Universities and College Estates Acts, 123 applications were received by the board during the year for their consent to sales, purchases, and exchanges of college property, to improvement loans, and to other transactions, and consent was actually given to 119 transactions, representing an aggregate value of £371,014. It is shewn that the total expended and charged upon land improved under the Improvement of Land Acts since 1846 amounts to £18,093,802, nearly half of which was in drainage, and more than a fourth in farm buildings. In 1907 the number of applications received under these Acts was 211, of which 199 came through the companies and only 12 direct. The total amount charged on estates was £87,844, of which £3,561 represented charges under the Limited Owners' Residences Act. The records under the Agricultural Holdings Act shew that during the year appointments of arbitrators or umpires were made in 40 cases, of which 27 were in England and 13 in Scotland. Extensions of time for making awards were granted in 106 cases, and one charge in respect to compensation amounting to £150 was created by the Board.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Chancery Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday ..... June 22	Mr. Tindal King	Mr. Leach	Mr. Theed	Mr. Borrer
Tuesday 23	Bloxam	Farmer	Tindal King	Greswell
Wednesday 24	Leach	Borrer	Bloxam	Beal
Thursday 25	Farmer	Greswell	Leach	Goldschmidt
Friday 26	Goldschmidt	Beal	Farmer	Church
Saturday 27	Church	Goldschmidt	Borrer	Synge

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday ..... June 22	Mr. Goldschmidt	Mr. Bloxam	Mr. Synge	Mr. Beal
Tuesday 23	Church	Leach	Theed	Goldschmidt
Wednesday 24	Synge	Farmer	Tindal King	Church
Thursday 25	Theed	Borrer	Bloxam	Synge
Friday 26	Tindal King	Greswell	Leach	Theed
Saturday 27	Bloxam	Beal	Farmer	Tindal King

TRINITY SITTINGS, 1908.

COURT OF APPEAL.

APPEAL COURT I.

The Business to be taken in this Court will, from time to time, be announced in the Daily Cause List.

APPEAL COURT II.

The Business to be taken in this Court will, from time to time, be announced in the Daily Cause List.

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

LORD CHANCELLOR'S COURT.

MR. JUSTICE JOYCE.

Tues., June 16 { Mots, sht caus, pets, fur con, and gen pa
Wednesday 17 { General paper
Thursday ...18 }
Friday .....19 . Mots and gen pa
Saturday ...20...General paper
Monday.....22 . Sitting in chambers
Tuesday ...23 { Sht caus, pets, fur con, and gen pa
Wednesday 24...General paper
Thursday ...25...Mots and gen pa
Friday .....26 { No Sitting (King's Birthday)
Saturday ...27 { Liverpool and Manchester business
Monday.....29 ..Sitting in chambers
Tuesday ...30 { Sht caus, pets, fur con, and gen pa
Wed., July 1 { General paper
Thursday ... 2 }
Friday ..... 3 ..Mots and gen pa
Saturday ... 4 ..General paper
Monday..... 6...Sitting in chambers
Tuesday ... 7 { Sht caus, pets, fur con, and gen pa
Wednesday 8 { General paper
Thursday ... 9 }
Friday .....10...Mots and gen pa
Saturday ...11 { Manchester and Liverpool business
Monday.....13...Sitting in chambers
Tuesday ...14 { Sht caus, pets, fur con, and gen pa
Wednesday 15 { General paper
Thursday ...16 }
Friday .....17...Mots and gen pa
Saturday ...18...General paper
Monday.....20...Sitting in chambers

Tuesday ...21 { Sht caus, pets, fur con, and gen pa
Wednesday 22 / Thursday ...23 { General paper
Friday .....24...Mots and gen pa
Saturday ...25 { Liverpool and Manchester business
Monday.....27 Sitting in chambers
Tuesday ...28 { Sht caus, pets, fur con, and gen pa
Wednesday 29...Mots and gen pa
Thursday ...30 / Friday .....31 { General paper

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper. In default the cause will not be put in the paper.

N.B.—The following papers on further consideration are required for the use of the judge, viz.:—Two copies of minutes of the proposed judgment or order, 1 copy pleadings, and 1 copy master's certificate, which must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

Chancery Court I.

Mr. Justice SWINFEN EADY.

Tues., June 16...Mots and non-wit list
Wednesday 17 { Companies Acts and non-wit list
Thursday ...18...Non-wit list
Friday .....19..Mots and non-wit list
Saturday ...20 { Sht caus, pets, and non-wit list
Monday.....22..Sitting in chambers
Tuesday .. 23 { Companies Acts and non-wit list
Wednesday 24...Non-wit list
Thursday ...25...Mots and non-wit list
Friday .....26 { No Sitting (King's Birthday)
Saturday .. 27 { Sht caus, pets, and non-wit list
Monday.....29...Sitting in chambers
Tuesday .. 30 { Companies Acts and non-wit list
Wed., July 1 / Thursday ... 2 { Non-wit list
Friday ..... 3 . Mots and non-wit list
Saturday ... 4 { Sht caus, pets, and non-wit list
Monday..... 6...Sitting in chambers
Tuesday ... 7 { Companies Acts and non-wit list
Wednesday 8 / Thursday ... 9 { Non-wit list
Friday .....10...Mots and non-wit list
Saturday ...11 { Sht caus, pets, and non-wit list
Monday.....13 Sitting in chambers
Tuesday ...14 { Companies Acts and non-wit list
Wednesday 15 / Thursday ...16 { Non-wit list
Friday .....17...Mots and non-wit list
Saturday ...18 { Sht caus, pets, and non-wit list
Monday.....20...Sitting in chambers
Tuesday ...21 { Companies Acts and non-wit list
Wednesday 22 / Thursday ...23 { Non-wit list
Friday .....24...Mots and non-wit list
Saturday ...25 { Sht caus, pets, and non-wit list
Monday.....27...Sitting in chambers
Tuesday .... 28 { Companies Acts and non-wit list
Wednesday 29...Mots and non-wit list
Thursday ...30 / Friday ..... 31 { Non-wit list

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. The necessary papers, including two copies of minutes of the proposed judgment or order, must be left in court with the judge's clerk not less than one clear day before the cause is to be put in the paper. In default the cause will not be put in the paper.

N.B.—The following papers on further consideration are required for the use of the judge, viz.:—Two copies of minutes of the proposed judgment or order, 1 copy pleadings, and 1 copy master's certificate. These must be left in court with the judge's clerk not less than one clear day before this further consideration is ready to come into the paper.

Chancery Court II.

Mr. Justice WARRINGTON.

Except when other Business is advertised in the Daily Cause List Mr. Justice Warrington will take Actions with Witnesses daily throughout the Sittings.

Chancery Court III.

Mr. Justice NEVILLE.

Except when other Business is advertised in the Daily Cause List Mr. Justice Neville will take Actions with Witnesses daily throughout the Sittings.

King's Bench Court.

Mr. Justice EVE.

Except when other Business is advertised in the Daily Cause List Mr. Justice Eve will take Actions with Witnesses daily throughout the Sittings.

Chancery Court IV.

Mr. Justice PARKER.

Tues., June 16...Mots and non-wit list
Wednesday 17 / Thursday ...18 { Non-wit list
Friday .....19...Mots and non-wit list
Saturday ...20 { Sht caus, pets, and non-wit list
Monday.....22...Sitting in chambers
Tuesday ...23 / Wednesday 24 { Non-wit list
Thursday ...25 . Mots and non-wit list
Friday .....26 { King's Birthday (No Sitting)
Saturday ...27 { Sht caus, pets, and non-wit list
Monday .....29...Sitting in chambers
Tuesday ...30 / Wed., July 1 / Thursday ... 2 { Non-wit list
Friday ..... 3. Mots and non-wit list
Saturday ... 4 { Sht caus, pets, and non-wit list
Monday..... 6...Sitting in chambers
Tuesday ... 7 / Wednesday 8 / Thursday ... 9 { Non-wit list
Friday ..... 10 . Mots and non-wit list
Saturday ...11 { Sht caus, pets, and non-wit list
Monday .... 13...Sitting in chambers
Tuesday ...14 / Wednesday 15 / Thursday .. 16 { Non-wit list
Friday .....17 . Mots and non-wit list
Saturday ...18 { Sht caus, pets, and non-wit list
Monday.....20...Sitting in chambers
Tuesday ...21 / Wednesday 22 / Thursday ...23 { Non-wit list
Friday .....24 . Mots and non-wit list
Saturday .. 25 { Sht caus, pets, and non-wit list
Monday .... 27...Sitting in chambers
Tuesday .. 28 / Wednesday 29 { Non-wit list
Thursday .. 30...Mots and non-wit list
Friday ..... 31...Non-wit list

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers, including two copies of the minutes of the proposed judgment or order, must be left with the judge's clerk one clear day before the cause is to be put into the paper.

N.B.—The following papers on further consideration are required for the use of the judge, viz.:—Two copies of minutes of the proposed judgment or order, 1 copy pleadings, and 1 copy master's certificate, which must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

High Court of Justice.—King's Bench Division.

Trinity Sittings, 1908.

Dates.	Lord Coleridge, J.	Pickford, J.	Sutton, J.	A. T. Lawrence, J.	Bray, J.	Jelf, J.	Walton, J.	Buckhill, J.	Phillimore, J.	Channell, J.	Darling, J.	Bigham, J.	Ridley, J.	Lawrance, J.	Grantham, J.	Lord Chief Justice.
1908. June 16	S. Wales Circuit (proceeding)	Commercial List	Nisi Prius	Oxford Circuit (proceeding)	Midland Circuit (proceeding)	Nisi Prius	S.E. Circuit (proceeding)	Admiralty	Nisi Prius	...	Nisi Prius	Nisi Prius and Bankruptcy	Chambers	Western Circuit (proceeding)	Nisi Prius	Nisi Prius
17	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
18	"	"	"	"	"	"	"	Northern Circuit	Western Circuit	Nisi Prius	"	"	"	"	"	"
19	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
20	Nisi Prius	"	"	"	"	S.E. Circuit	"	"	"	"	"	N.E. Circuit	Nisi Prius (Con. Ct. Ct. intervening)	"	N.E. Circuit	"
24	"	"	"	"	"	"	"	"	"	Nisi Prius	"	"	"	"	"	"
25	"	"	"	"	"	"	Commercial List	"	"	"	"	"	"	"	"	"
26	"	Northern Circuit	Div. Court	"	"	"	"	"	"	Div. Court	Midland Circuit	"	"	"	"	"
27	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
30	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
July 1	"	"	"	"	"	"	"	"	Nisi Prius	"	"	"	"	Nisi Prius	"	"
2	"	"	"	"	"	"	"	"	"	"	"	"	Oxford Circuit	"	"	"
3	"	"	"	"	"	"	"	"	Chambers	"	"	"	"	"	"	"
4	"	"	Nisi Prius	"	"	"	"	"	"	Nisi Prius	"	"	"	"	"	"
6	"	"	"	"	"	"	"	"	"	N. Wales Circuit 2nd PART	"	"	"	"	"	"
7	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
8	"	"	Nisi Prius	"	Nisi Prius	"	(Con. Ct. Ct. intervening)	"	Div. Court	"	"	"	"	"	"	Div. Court
9	"	"	"	Nisi Prius and Ry. and Canal Commission	"	Chambers	"	"	"	"	"	"	"	"	"	"
10	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
11	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
13	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
14	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
15	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
16	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
17	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
18	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
20	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
21	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
22	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
23	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
24	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
25	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
27	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
28	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
29	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
30	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
July 1	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
2	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
3	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
4	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
6	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
7	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
8	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
9	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
10	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
11	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
13	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
14	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
15	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
16	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
17	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
18	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
20	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
21	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
22	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
23	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
24	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
25	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
27	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
28	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
29	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
30	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
31	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"

N.B.—The above arrangements are subject to the requirements of the Court of Criminal Appeal.

* Indicates a Judge of the Court of Criminal Appeal.

COURT OF APPEAL.

TRINITY SITTINGS, 1908.

The Appeals or other Business proposed to be taken will, from time to time, be announced in the Daily Cause List.

FROM THE CHANCERY DIVISION.

(General List.)

Judgment Reserved.

The Earl of Chesterfield and anr v Harris and anr appl of pltffs from judgt of Mr Justice Neville (c a v May 28) (Heard before the Master of the Rolls, Buckley and Kennedy, L JJ.)

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1907.

Rees v Owen appl of deft from order of Mr Justice Warrington, dated Feb 9, 1907 March 5

In re Pulton, dec Lake and ors v Warren and anr appl of pltffs from order of Mr Justice Warrington, dated June 7, 1907 (s o for appointment of personal representative) Oct 21

1908.

Johnson (married woman) v Clarke & Titchmarsh appl of defts from judgt of Mr Justice Parker, dated Nov 28, 1907, and order dated Jan 27, 1908 Feb 1

Seward and anr v Met Electric Tramways ld and cross-notice by deft, dated Feb 8, 1908 appl of pltffs from order of Mr Justice Warrington dated Oct 25, 1907, and cross-notice by deft Feb 8

The British United Shoe Machinery Co ld v Fussell & Sons ld appl of defts from order of Mr Justice Swinfen Eady, dated Feb 20, 1908 Feb 27

In re Davidson, dec Minty v Bourne appl of deft, F Bourne, from order of Mr Justice Swinfen Eady, dated Nov 27, 1907 March 2

In re Clifford, dec Hart and ors v Reeve and ors appl of defts from order of Mr Justice Neville, dated Nov 16, 1907 (s o not before July 16) March 6

In re Susanne Hardwick, dec Boswell v Hardwick and anr appl of deft, E S Boswell, from order of Mr Justice Kekewich, dated Nov 29, 1907 March 6

In re Eaton Colvin v Eaton appl of deft from order of Mr Justice Warrington, dated Jan 27, 1908 March 9

Richmond v The Crown Fire Lighter Co appl of defts from order of Mr Justice Neville, dated Nov 25, 1907 March 14

Attorney-Gen v Birmingham, &c Drainage Board appl of defts from judgt of Mr Justice Kekewich, dated Nov 21, 1907 March 14

The Appolo Co, ld v Greenwell appl of pltffs from order of Mr Justice Eve, dated Dec 18, 1907 March 20

In re M Joseph, dec Pain v Joseph and ors appl of pltff and ors from order of Mr Justice Eve, dated Jan 30, 1908 March 20

In re Winn, dec Gunn and anr v Winn and ors appl of deft Strawson from order of Mr Justice Joyce, dated Nov 13, 1907 March 26

Mann v Mann appl of pltff from order of Mr Justice Warrington, dated March 14, 1908 March 28

London Sudan Development Syndicate ld v The Ritz Hotels (Egypt) ld appl of pltffs from order of Mr Justice Joyce, dated March 14, 1908 April 2

In re The Companies Acts, 1862 to 1900 and In the Matter of The Camina Nitrate Co ld (in liquidation) appl of E Ossio from order of Mr Justice Neville, dated March 31, 1908 part heard (advanced by order, 1st Interlocutory day) April 7

In re J M Lister, dec Lister and ors v Lister and ors appl of pltffs from order of Mr Justice Neville, dated March 28, 1908 April 8

White v Summers appl of deft from order of Mr Justice Parker, dated April 6, 1908 April 10

Peak Hill Goldfields v Simpson and ors appl of defts from order of Mr Justice Warrington, dated March 10, 1908 (security ordered May 9) April 15

Gillette Safety Razor Co v A W Gamage ld appl of pltffs from order of Mr Justice Warrington, dated March 10, 1908 April 24

Mayor, Aldermen and Burgesses of the County Borough of Tynemouth v The Tyne Improvement Commrs appl of defts from order of Mr Justice Warrington, dated March 4, 1908 April 27

In re Kelsey dec Woolley v Kelsey Kelsey v Kelsey appl of deft from order of Mr Justice Swinfen Eady, dated Aug 2, 1905 (restored May 4, 1908) May 5

Mansell v The Valley Printing Co appl of defts from order of Mr Justice Swinfen Eady, dated Feb 6, 1908 (produce order) May 11

Diamandis v Joannon appl of pltff from order of Mr Justice Swinfen Eady, dated Feb 12, 1908 May 12

In re George Jones dec Jones and anr v Joteham appl of pltffs from order of Mr Justice Neville, dated April 9, 1908 May 15

Price's Patent Candle Co ld v The London County Council appl of defts from order of Mr Justice Neville, dated May 4, 1908 (produce order) May 18

Pulton v Adjustable Cover and Boiler Block Co and H S Marsh appl of defts from order of Mr Justice Parker, dated May 8, 1908 (produce order) May 22

The South-Eastern Ry Co v The National Telephone Co ld appl of defts from order of Mr Justice Warrington, dated April 8, 1908 May 25

In the Matter of the Companies Acts, 1862 to 1900, and In the Matter of the National Motor Mail Coach Co ld appl of C W F Clinton from order of Mr Justice Swinfen Eady, dated May 12, 1908 (produce order) May 26

Craven v Craven appl of deft from judgt of Mr Justice Joyce, dated May 13, 1908 (produce order) May 29

Petition of Right City of Dublin Steam Packet Co v The King appl of the suppliants from judgt of Mr Justice Eve, dated May 26, 1908 (advanced by order for June 16) May 29

Venning v Bayldon appl of deft from judgt of Mr Justice Warrington, dated May 21, 1908 (produce order) May 30

The International Finance and Development Corpn ld v Hallamore & Trocard appl of defts from order of Mr Justice Warrington, dated May 22, 1908 (produce order) June 4

The Great Western Ry Co v The Midland Ry Co appl of pltffs from order of Mr Justice Warrington, dated May 26, 1908 (produce order) June 5

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISION.

(Interlocutory List.)

1908.

In re Bower's Settlement Hargreaves v Bower and ors appl of pltff from order of Mr Justice Warrington, dated April 28, 1908 May 11

In re W J Clarke, dec Brown v Clarke appl of the trustees from order of Mr Justice Swinfen Eady, dated May 14, 1908 May 26

Sir W F Miller v L A Manning and anr and In re The Trusteeship of Infants Acts appl of pltff from order of Mr Justice Joyce, dated March 28, 1908 May 28

FROM THE PROBATE AND DIVORCE DIVISION.

(General List.)

1908.

In the Estate of Harris Norman, dec Kutner v President and Governors of Addenbroke's Hospital appl of pltff from order of the President, dated Jan 30, 1908 Feb 8

Divorce Harriman, Lily Isabel (Petner) v Harriman, William Vines (Respt) appl of petner, in formâ pauperis by order, from judgt of Mr Justice Bucknill, dated April 29, 1908 April 30

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

1908.

Nelson v Dobbie appl of pltff from judgt of The Vice-Chancellor of the County Palatine of Lancaster, dated March 13, 1908 April 24

Brewerton v Challenor appl of deft from judgt of The Chancellor of the County Palatine of Lancaster, dated March 16, 1908 April 29

In the Matter of the Trusts of the Share of Philip Behrens, dec, and In the Matter of the Trustee Act, 1893, and In the Matter of the Chancery of Lancaster Acts, 1850 to 1890 appl of W G Wilde (petner) from judgt of the Vice-Chancellor of the County Palatine of Lancaster, dated March 30, 1908 May 22

FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re A Judgment Debtor (ex pte The Judgment Debtor), No 627 of 1908 (Bankruptcy Notice) from an order of Mr Registrar Linklater, dated 19th March, 1908, dismissing with costs the debtor's application to set aside a Bankruptcy Notice

In re A Debtor (ex pte The Debtor), No 478 of 1908 from a Receiving Order made herein on the 14th of May, 1908, by Mr Registrar Linklater

In re J A Comar (ex pte B C M Ronald), No 313 of 1905 from an order of Mr Registrar Giffard, dated 11th May, 1908, dismissing with costs an application to reverse or vary the Trustee's rejection of a Proof of Debt herein

FROM THE KING'S BENCH DIVISION.

(Final List.)

1907.

Rea v London Transport Co ld appl of deft from judgt of Mr Justice Channell, dated Jan 24, 1907, without a jury, Middlesex (s o to further order) March 28

Attorney-Gen on the relation of the Staines U D C v Ashby appl of deft from judgt of Mr Justice Joyce, dated May 3, 1907, without a jury, Middlesex part heard Feb 6, before Vaughan Williams, Farwell and Kennedy, L JJ (s o for court to be constituted the same) August 2

Woollen v Gavin appl of pltff from judgt of Mr Justice Lawrance, dated July 27, 1907, without a jury, Middlesex (to be tried before Bigham, J, day to be fixed) August 2

Attorney-Gen (Informant) v Duke of Richmond, Gordon and Lennox (Revenue Side) appl of informant from judgt of Mr Justice Bray, dated July 30, 1907 (s o for Attorney-Gen) August 16

1908.

In the Matter of An Arbitration between B Lucas and the Chesterfield Gas and Water Board appl of the Chesterfield Gas and Water Board from judgt of Mr Justice Bray, dated Dec 20, 1907 (s o not before June 27) Jan 1

Kydd (Applt) v The Watch Committee of the City of Liverpool (Respts) appl of applt from judgt of Justices Channell, Bray and Sutton, dated Dec 12, 1907 (s o until after appeal to House of Lords) Jan 4

Vale Estate ld v Sennett appl of pltff from judgt of Mr Justice Lawrance, dated March 21, 1908 March 27

Leonis Steam Ship Co ld v Joseph Rank ld appl of pltffs from judgt of Mr Justice Bigham, without a jury, Middlesex, dated Jan 31, 1908 part heard (s o pending decision in House of Lords) March 28

Sear v Botterill and anr appl of pltff from judgmt of Mr Justice Lawrance and a special jury, Middlesex, dated April 2, 1908 April 10

Sewell & Maughan v Wingfield & Blew appl of defts from judgt of Mr Justice Grantham, without a jury, Middlesex, dated Jan 18, 1908 April 27

Woollen v Gavin appl of deft from judgt of Mr Justice Bigham, without a jury, Middlesex, dated April 11, 1908 April 27
Smith & Co ld v Hutchison appl of deft from judgt of Mr Justice Grantham, Middlesex, dated April 11, 1908 (security ordered May 27) May 7
Morley v Baumgart appl of pltff from judgt of Justices Ridley and Darling, dated April 10, 1908 May 8
Travellers' Club (Paris) ld v Miles appl of pltffs from judgt of Mr. Justice Grantham, jury discharged, Middlesex, dated May 7, 1908 May 8
North Staffordshire Colliery Owners Association v North Staffordshire Ry Co and ors (Railway and Canal Commission) appl of applicants from judgt of Mr Justice A T Lawrence, The Hon A E Gathorne Hardy and Sir James Woodhouse, dated Feb 12, 1908 May 11
Blyth v Hulton & Co ld appl of pltff from judgt of Mr Justice Pickford and a special jury, Manchester, dated April 22, 1908 May 9
James Brook & Bros ld v Meltham Urban District Council appl of defts from judgt of Justices Channell and Sutton, dated April 29, 1908 May 12
Yerbury v Wortley and anr appl of defts from judgt of A T Lawrence, without a jury, Middlesex, dated May 13, 1908 March 19
Wortley & Sons v Yerbury appl of pltffs from judgt of A T Lawrence, without a jury, Middlesex, dated May 13, 1908 May 15
Morrison, Pollexfen & Blair ld v Walton appl of deft from judgt of Mr Justice Walton, without a jury, Middlesex, dated April 15, 1908 May 15
In the Matter of An Arbitration between the North Western Rubber Co ld and Hüttenbach & Co appl of Hüttenbach & Co from judgt of Justices Phillimore and Walton, dated May 5, 1908 May 16
Baker v Snell appl of deft from judgt of Justices Channell and Sutton, dated May 5, 1908 May 18
Conway v Wade appl of deft from judgt of Justices Channell and Sutton, dated May 7, 1908 May 18
Wilson v Salt Royal Co ld appl of defts from judgt of Mr Justice A T Lawrence, without a jury, London, dated May 5, 1908 May 19
Robertson v Summers appl of deft from judgt of Mr Justice A T Lawrence, without a jury, Middlesex, dated May 6, 1908 May 19
Pollak Bros v R Kahle & Co appl of pltffs from judgt of Mr Justice Lawrance, with a special jury, Middlesex, dated May 13, 1908 May 19
Fulton ld v Hanrahan appl of pltffs from judgt of Mr Justice Grantham, without a jury, Middlesex, dated May 7, 1908 May 21
Chandler v Mawer & Stephenson ld appl of defts from judgt of Justices Channell and Sutton, dated May 15, 1908 May 21
Williams ld v Moore and ors appl of defts from judgt of Mr Justice Phillimore, without a jury, Middlesex, dated Feb 25, 1908 May 22
Karno v Pathe Freres appl of pltff from judgt of Mr Justice Jelf, dated April 29, 1908 May 23
Johns v Longley appl of defts from judgt of Justices Channell and Sutton, dated May 14, 1908 May 25
Joel v Law Union and Crown Insurance Co appl of pltff from judgt of the Lord Chief Justice and a special jury, Middlesex, dated May 18, 1908 May 25
Dematteo v Vidal appl of deft from judge of Mr Justice Phillimore without a jury, Middlesex, dated Feb 19, 1908 May 26
Kidston v Pitt-Rivers appl of pltff from judgt of Justices Darling and Phillimore, dated May 19, 1908 May 27
Rawlings v Rawlings appl of pltff from judgt of Mr Justice Bray, without a jury, Glamorgan, dated May 2, 1908 May 29
C G. Dunn & Co ld v Elder, Dempster & Co appl of pltffs from judgt of Mr Justice Walton, without a jury, Middlesex, dated May 25, 1908 June 1
Rushbrook v Grimsby Palace Theatre and Buffet ld appl of defts from judgt of Justices Darling and Phillimore, dated May 14, 1908 June 2
In the Matter of the Arbitration Act, 1889, and in the Matter of an Arbitration between Charles A Brentnall and James Byrne appl of James Byrne from judgment of Justices Channell and Sutton, dated May 13, 1908 June 3
London General Omnibus Co v Finsbury Distillery Co appl of defts from judgt of Mr Justice Sutton, without a jury, Middlesex, dated May 20, 1908 June 3
Burdin & Co v The Fruit Juice Co ld appl of defts from judgt of Mr Justice Grantham, without a jury, Middlesex, dated May 27, 1908 June 3
Anstey v British Natural Premium Life Assoc ld appl of defts from judgt of Mr Justice Bray, without a jury, Middlesex, dated May 2, 1908 June 4

FROM THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).

With Nautical Assessors.

(Final List.)

1908.

The Vondel—1908—Folio 87—The Owners, Master and Crew of the Schooner Pool Fisher v The Owners of the Steamship Vondel (damage) appl of defts from judgt of Mr Justice Bucknill, dated May 22, 1908 May 23

Without Nautical Assessors.

The Gangeren—1908—Folio 27—The Owners of the Steamship Gangeren v The Owners of Cargo of Steamship Gangeren appl of defts from judgt of the Divisional Court, dated May 6, 1908 May 18

FROM THE KING'S BENCH DIVISION.

(New Trial Paper.)

1908.

Stones v Steiner & Co ld appln of pltff for judgt or new trial on appl from verdict and judgt, dated April 3, 1908, at trial before Mr Justice Pickford and a special jury, Salford Division, County of Lancaster April 23
Sutcliffe v E Taylor & Co ld and Whalley appln of defts for judgt or new trial on appl from verdict and judgt, dated May 1, 1908, at trial before Mr Justice Coleridge and a common jury, Salford Division of Lancaster May 15
Spooner v Godfrey appln of pltff for judgt or new trial on appl from verdict and judgt, dated May 5, 1908, at trial before Mr Justice Bray and a common jury, Middlesex May 18
Wyler and ors v Lewis and ors appln of defts other than Sir R Edgecombe for judgt or new trial on appl from verdict and judgt, dated May 2, 1908, at trial before Mr Justice Phillimore and a special jury, Middlesex May 19
Thompson v Challis, Moors and ors appln of W Smith for judgt or new trial on appl from verdict and judgt, dated May 13, 1908, at trial before Mr Justice Bray and a common jury, Middlesex May 22
Mangena v E Lloyd ld appln of pltff for judgt or new trial on appln from verdict and judgt, dated May 2, 1908, at trial before Mr Justice Darling and a special jury, Middlesex (security ordered) May 22
Gibbons v Hancock and ors appln of defts The Stretford Urban District Council for judgt or new trial on appl from verdict and judgt, dated May 12, 1908, at trial before Mr Justice Pickford and a special jury, Salford Division of Lancaster May 25
Same v Same appln of deft for judgt or new trial on appl from verdict and judgt, dated May 12, 1908, at trial before Mr Justice Pickford and a special jury, Salford Division of Lancaster May 25
Morgan v London General Omnibus Co ld appln of defts for judgt or new trial on appl from verdict and judgt, dated May 20, 1908, at trial before Mr Justice Jelf and a common jury, Middlesex May 27
Coldrick v Partridge, Jones & Co ld appln of pltff for judgt or new trial on appl from verdict and judgt, dated May 22, 1908, at trial before Mr Justice Bray and a special jury, Glamorgan June 2

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1908.

In the Matter of an Arbitration between Messrs Enoch & Sons, Proprietors of St. James' Hall and Vert Sinkins Concert Direction ld and In the Matter of the Arbitration Act, 1889 appl of Enoch & Sons from order of Mr Justice Coleridge, dated March 28, 1908 April 8 (s o liberty to apply)
The King v The Commissioners for Special Purposes of the Income Tax appl of Commissioners for Special Purposes of the Income Tax from order of Justices Ridley and Darling, dated March 30, 1908 April 9
Herz v Panhans and anr appl of pltff from order of Mr Justice Ridley, dated May 11, 1908 May 14
Pouchon v Michel's Composite Sleepers ld appl of defts from order of Mr Justice Ridley, dated May 6, 1908 (s o 7 days notice to restore) May 23
Dobell and anr v Hereford and Tredegar Brewery ld appl of defts from order of Mr Justice Ridley, dated May 20, 1908 May 26
British Tea Table Co (1897) ld v Gardner appl of pltffs from order of Mr Justice Ridley, dated May 25, 1908 (s o to further order) May 29
Woodham Smith v Edwards appl of pltff from order of Mr Justice Ridley, dated May 18, 1908 June 1 Same v Same Judgt Creditor v Judgt Debtor Haslam & Co Garnishees appl of judgt debtor from order of Mr Justice Ridley, dated May 26, 1908 June 1
Wales and anr v Warry and anr appl of pltffs from order of Mr Justice Ridley, dated June 3, 1908 June 4
Emanuel and ors v Symons appl of deft from order of Mr Justice Ridley, dated June 1, 1908 June 4
Kent (applt) v Fittall (respt) appl of applt from order of The Lord Chief Justice and Justices Darling and Sutton, dated May 25, 1908 June 4
Cole and ors v Hodgkins appl of pltffs from order of Mr Justice Ridley, dated June 1, 1908 June 5
Rigg v Wemyss appl of deft from order of Mr Justice Bigham, dated June 4, 1908 June 5

In re The Workmen's Compensation Acts, 1897 and 1906.

(From County Courts.)

1908.

Leake v Stones appl of applicant, in formâ pauperis, from award of County Court (Yorkshire, Thorne), dated March 26, 1908 April 15
Mann v The Owners of the Steamship Hartington appl of respts from award of County Court (Durham, West Hartlepool), dated April 10, 1908 April 30
Purse v Hayward appl of respt from award of County Court (Norfolk, Swaffham), dated April 14, 1908 May 4
Bailey v Beddoe appl of respt from award of County Court (Glamorganshire, Barry), dated May 5, 1908 May 26
Dewhurst v Mather and anr appl of respt from award of County Court (Lancashire, Preston), dated May 12, 1908 June 1
Wellcome v Hollands appl of applicant from award of County Court (Sussex, Chichester), dated May 13, 1908 June 2
Page v Burtwell appl of applicant from award of County Court (Suffolk, Ipswich), dated May 13, 1908 June 3
Burns v Manchester and Salford Wesleyan Mission appl of applicant from award of County Court (Lancaster, Manchester), dated May 26, 1908 June 5

N.B.—The above List contains Chancery, Palatine, and King's Bench Final and Interlocutory Appeals, &c., set down to June 5th, 1908.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

TRINITY SITTINGS, 1908.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Motions, Petitions and Short Causes will be taken on the days stated in the Trinity Sittings Paper.

Mr. Justice JOYCE will take his Business as announced in the Trinity Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice JOYCE will take Liverpool and Manchester Business on Saturdays, the 27th of June, the 11th and 25th of July.

Mr. Justice SWINFEN EADY will take his Business as announced in the Trinity Sittings Paper.

Mr. Justice WARRINGTON.—Except when other Business is advertised in the Daily Cause List Mr. Justice WARRINGTON will sit for the disposal of His Lordship's Witness List daily throughout the Sittings.

Mr. Justice NEVILLE.—Except when other business is advertised in the Daily Cause List Mr. Justice NEVILLE will sit for the disposal of his Lordship's Witness List daily throughout the Sittings.

Mr. Justice PARKER.—Except when other Business is advertised in the Daily Cause List Mr. Justice Parker will take his Business as announced in the Trinity Sittings Paper.

Mr. Justice EVE.—Except when other Business is advertised in the Daily Cause List, Actions with Witnesses will be taken daily throughout the Sittings.

Summonses before the Judge in Chambers.—Mr. Justice JOYCE, Mr. Justice SWINFEN EADY and Mr. Justice PARKER will sit in Court every Monday during the Sittings to hear Chamber Summonses.

Summonses Adjourned into Court and Non-Witness Actions will be heard by Mr. Justice JOYCE, Mr. Justice SWINFEN EADY and Mr. Justice PARKER.

NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Trinity Sittings the Judges will sit for the disposal of Witness Actions as follows:—

Mr. Justice WARRINGTON will take the Witness List for WARRINGTON and PARKER, JJ.

Mr. Justice NEVILLE will take the Witness List for SWINFEN EADY and NEVILLE, JJ.

Mr. Justice EVE will take the Witness List for JOYCE and EVE, JJ.

CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to June 5th, 1908.

Before Mr. Justice JOYCE.
Retained.

Causes for Trial (with Witnesses.)
Jones v Harrild act (June 23)
Raphael v Bromet act & m f j (June 23)

Causes for Trial without Witnesses and Adjourned Summonses.
In re Best Faulks v Best adjd sumns
In re Rawlinson Hill v Withall adjd sumns
In re Eddowes & Sons, solrs, &c adjd sumns
In re Harding, dec Fawcett v Walker adjd sumns
In re Brooke, dec Wrench v Brooke adjd sumns
In re Bramley, dec Micali v Bramley adjd sumns
In re Morris Morris v Banks adjd sumns
In re Palmer Palmer v Todd adjd sumns
Rutter v Roberts adjd sumns
In re Walters, dec Thomas v Thomas adjd sumns
In re Jobson's Settlement Trusts Jobson v Greenhill adjd sumns
In re Stappard, dec, and In re an Indenture of June 20, 1891 Davison v Davison adjd sumns
In re Saul, dec Norrie v Saul adjd sumns
In re Petty, dec Walker v Petty & Petty adjd sumns
In re James England, dec Taylor v Wilson adjd sumns
In re London University Medical Sciences Institute Fund Fowler & Buthin v The Attorney-General adjd sumns
Halliday v Barclay adjd sumns
In re Dunlap, dec Tapsfield v Tapsfield adjd sumns
In re Arthur Bernard v Weld adjd sumns (restored)
In re Paul, dec Gilmer v Ayres adjd sumns
In re Thomas Taylor, dec and In re The Trustees Act, 1893 Leighton v Burlison adjd sumns
In re Dodds, dec Martindale v Dodds adjd sumn
In re Barnes, dec Barnes v Barnes adjd sumns
In re G Knowling, dec Knowling v Knowling adjd sumns
In re Bates, dec Bates v Bates adjd sumns
In re Swain, dec Phillips v Swain adjd sumns
In re Hallifax Hallifax v Baker adjd sumns
In re The Calgary and Medicine Hat Land Co Pigeon v The Company adjd sumns
In re Lewis Hill, dec Davies v Governesses Benevolent Institution adjd sumns
In re Mid Suffolk Light Ry adjd sumns
In re Hughes' Marriage Settlement Funds Hodgson v Hughes adjd sumns
In re J C Ward dec In re E Ward dec Bram v Brown adjd sumns
Marreco v Palmer adjd sumns
In re Drax Drax v Saville adjd sumns
Iron Ox Remedy Co ld v Standard Tablet adjd sumns
In re Dowager Marchioness Conyngham Ramsden v The Marquis Conyngham adjd sumns
In re Leather, dec Leather v Neild adjd sumns
In re Langhornes and The Settled Land Act, 1882 to 1890 adjd sumns
In re J. C. R. Coope, dec Dickson v Rose adjd sumns
In re Gwilym Evans, dec Williams v Jones adjd sumns
Walton v Day adjd sumns
Barrett v Watts adjd sumns
In re Figgins, dec Stevens v Figgins adjd sumns
In re Bragg dec Bragg v Bragg adjd sumns
In re The Elementary Education Acts, 1870 and 1873 In re Education Board Provisional Order In re The Lands Clauses Consolidation Act, 1845 adjd sumns
Chapman v Michaelson adjd sumns
In re Lord Grimthorpe, dec Beckett v Bryans adjd sumns
In re Fullerton, dec Leveson-Gower v Galton adjd sumns
Gater v Skelton Iron &c Co adjd sumns
In re Coulson, dec Du Cane v Coulson adjd sumns
In re Clara Casey, dec Casey v Stevens adjd sumns
In re Robert Price In re Ann Price Earle v Parry adjd sumns
In re Macaulay, dec Macaulay v Chamberlin adjd sumns
In re Pullin Pullin v Pullin adjd sumns
In re Jones, dec Lewis v Harper adjd sumns
In re W T Haycock Sons ld Smithe v The Company adjd sumns
In re Green Reversion Purchase Co v Carr adjd sumns
In re Green Carr v Reversion Purchase Co adjd sumns
In re Gordon-Paterson, dec Simons v Paterson adjd sumns
In re E S Paterson, dec Simons v Paterson adjd sumns
In re Robert Florance Trust Brand v Pitt & Baynes adjd sumns
In re Gibbs, dec Adams v Brown adjd sumns
In re Becker's Agreement William v Becker adjd sumns
In re Snewin, dec Meredith v Kimber adjd sumns
In re C E Williams, dec Williams v Williams adjd sumns
In re Liversidge's Settlement and The Trustee Act Theobold v Morrell adjd sumns
In re Clara Smedley, dec Godfrey v Durnford adjd sumns
In re Youngman, dec Bunn v Youngman adjd sumns
In re Walker, dec Mulcahy v Fryer adjd sumns
In re Abbott, dec Abbott v Abbott adjd sumns
In re Keene's Trusts Chadwick v Woodlock adjd sumns
Laskey v Runtz adjd sumns
In re McFee McFee v Tower adjd sumns
In re Thompson, dec Thompson v Watkins adjd sumns
In re Marsh, dec Greenhill v Marsh adjd sumns
In re Parry and Wallace's Contract and In re The Vendor and Purchaser Act, 1874
In re S Wilson, dec Wilson v Somervell adjd sumns
In re Hayter Thompson v Hayter adjd sumns
In re Parsons Parsons v Parsons adjd sumns
In re Lacon Teesdale v Lacon adjd sumns
In re Taylor Taylor v Taylor adjd sumns
In re Whitchurch Vigae v George adjd sumns
In re Rickford's Settlement Heathcote v Rickford adjd sumns
In re Maynard, dec Hancock v Herring adjd sumns
In re Watts' Settlement Lega v Kitchener adjd sumns
In re Johnson, dec In re Watt Middleditch v Christopher adjd sumns
In re Bagnall Bagnall v Willson adjd sumns
In re Riches, dec Parker v Peat adjd sumns
Hughes v Britannia Permanent Benefit Building Soc adjd sumns
Same v Same adjd sumns

Further Considerations.
In re Garnham, dec Ridley v Garnham fur con
Spooner v Westmorland fur con
In re Sykes, dec Jaram v Holmes fur con

Before Mr Justice SWINFEN EADY.
Causes for Trial without Witnesses and Adjourned Summonses.
The British South Africa Co v De Beers Consolidated Mines ld act
Bertie v Rawe m f j (short)
In re Moses, dec Moses v Valentine adjd sumns
In re Richardson, dec Bethune-Baker v Forbes adjd sumns
In re Mary Siddons, dec In re Francis Chanter, dec Wilson v Parr adjd sumns
In re Elizabeth Craven, dec Crewdson v Craven adjd sumns
In re Gunton, dec Holley v Allsopp adjd sumns
In re Sutcliffe, dec Walker v Sutcliffe adjd sumns
In re Herridge, dec Menhinick v Herridge adjd sums
Fisher v Rowe adjd sumns
In re Chester's Estate Tyndale v Chester adjd sumns
In re Atwood, dec Bokenham v Atwood adjd sumns
In re Champion's Estate Gleave v Seager adjd sumns
In re an Indenture of April 14, 1898 In re The Settled Land Act Glyn v Morant adjd sumns
In re Spendlove and Simmons' Contract and In re the Vendor and Purchaser Act, 1874 adjd sumns
In re Dixon, dec Raimback v Dixon adjd sumns
In re Annie Burleigh, dec Bawdon v Jenkins In re H A Burleigh Wills v Jenkins adjd sumns
In re J M Gay, dec Gay v Gay adjd sumns
In re J P Wagstaff's Settled Estates In re The Settled Land Acts, 1882 to 1890 adjd sumns
In re Henry Fisher, dec In re H Fisher's Settled Estates In re The Settled Land Acts Daniel v Knight adjd sumns
In re Browning, dec Browning v Browning adjd sumns
In re Chicago and North West Granaries Co Debenture Securities Investment Co v The Company act
In re John Scott, dec Lord v Scott adjd sumns
In re Wolton's Settlement Humphreys v Wolton adjd sumns
In re J T Brown, a Solr adjd sumns
In re Same adjd sumns
In re Same adjd sumns
In re Same adjd sumns
In re W Wilkins, dec In re The Trustee Act, 1893 Wilkins v Wilkins adjd sumds
O'Reilly v Bonney adjd sumns
In re Johnson Johnson v Johnson adjd sumns
In re Trafford's Estate Marten v Trafford adjd sumns
In re Lazarus, dec Simpson v Cohen adjd sumns
In re L M Von Bissing, dec Ridsdale v Caldwell adjd sumns
In re Elliot Youard v Abbott adjd sumns

In re Drury Haslip v Fox adjd sumns
In re Basnett Garle v Basnett adjd sumns
In re Plowden Plowden v Plowden adjd sumns
In re Lane Belli v Lane adjd sumns
Wagstaff v Mayor &c of City of London adjd sumns
In re Lamplough, dec Hasland v Lamplough adjd sumns
In re Lady Tierney, dec Graham v Farrer adjd sumns
In re Bagnall's Trusts Bury v Moxon adjd sumns
In re Simpson, dec Todd v McCaie adjd sumns
In re Winfield Pegg v Winfield adjd sumns

Further Considerations.

In re Walker Walker v Jeffreys fur con
In re R R Smith Smith v Smith fur con
Jenkins v Burleigh fur con

Companies (Winding Up) and Chancery Division.

Companies (Winding Up). Petitions.

T I Syndicate ld (petn of Geo G Blackwell Sons & Co ld—Liverpool District Registry—s o from May 26 to June 17)
J W Lill & Sons ld (petn of The Fore Street Warehouse Co ld—s o from June 2 to June 17)
British Machine Bottle Co ld (petn of R C Norton & Co—s o from June 2 to June 23)
Fraser Bros ld (petn of Gobin Père et Fils and ors—s o from June 2 to June 17)
Central London Estates ld (petn of C Wake & Co)
Clitters United Mines ld (petn of J Pugsley)
Graham & Banks ld (petn of Warner & Sons)
Willingsworth Iron Co ld (petn of North Wales Iron and Manganese Co ld—Liverpool District Registry)
Taylor's Patent Shunting Lever ld (petn of Transport ld)
Graham & Banks ld (petn of Comyn Ching & Co ld and anr)
Lyceum Club International ld (petn of E Piercy)
Jarrett & Hickson ld (petn of R Serventi)
A E Dent & Co ld (petn of A Goodman)
Miesse Petrol Car Syndicate ld (petn of F Sheppard)
Commercial Products Co ld (petn of Hobbs, Ravenscroft & Co)
Mica Boiler Covering Co ld (petn of Swan Hunter Wigham Richardson & Co ld)
West ld (petn of Dunlop Pneumatic Tyre Co ld)
Westminster Syndicate ld (petn of Midland Trust ld)
Thames Valley Wharf ld (petn of Addington Timber, Slate & Cement Co ld)

Petition (to restore Company's Name to Register) under Companies Act, 1880.
Garden City Laundry ld (petn of H M Macfee and ors)

Chancery Division.

Petition (for Reduction of Capital) under Companies Acts, 1867 and 1877.
Thomes Allan & Sons ld and reduced

Companies (Winding Up). Motion.

Mayfair Printing and Publishing Co ld (for leave to issue writ of attachment—ordered to stand over generally on April 3, 1906)

[Companies (Winding Up) and Chancery Division. Court Summonses.

Syria Ottoman Ry Co ld (as to proofs of debt of W Parker—ordered to stand over on Jan 11, 1906, to be tried with certain actions)
New De Kaap ld (for removal of liquidator—with witnesses—part heard—s o from May 26 to June 17)
Dover Coalfields Extension ld (on claim of Cousins—s o from May 26—to come on with misfeasance summons)
Keeble Brothers ld (on claim of Banque Commerciale de Basle—with witnesses—s o from June 2 to June 17)
Kent County Gas Light and Coke Co ld (to vary list of contributories—with witnesses)
Orange River Irrigation ld (misfeasance)
Estates and Industrial Syndicate ld (for delivery up of documents—with witnesses)
Callenders Paper Manufacturing Co ld Lyon and anr v Callenders Paper Manufacturing Co ld and ors (on Bolt's claim)

Before Mr Justice Warrington.

Causes for Trial (with Witnesses).

Appleby v Lord St Oswald act (s o)
The Bakers' Automatic Combination Thread Winder and Shuttle Filler Co Proprietary ld v H M Spratts and ors act
Hormuth v Merino act
In re Thornhill Thornhill v Thornhill act (s o until further order)
Mendelssohn v Traies & Son act (s o P D)
The Mayor, &c, of Westminster v The Rector and Churchwardens of St George's Hanover Square act (For June 17, subject to anything pt hd)
Vanden Bergh and Sir J H Morris v London Central Markets Cold Store Co ld act (s o Michaelmas)
Farbon v Newman & Walbey act
Kight v Battams act pt hd In re Hunter's Settlements Kight v Kight act (s o liberty to restore)
Hassan v Hassan act and m f j (fixed for June 16)
Paris v Clinton act
Leigh v Gregory act
Nicholl v The Cardiff District Collieries ld and anr act (s o June 23)
Amherst v Villiers and ors act and counterclaim
Honywood v Attenborough act and adjd sumns
Earl of Clanwilliam v Colville and ors act
Maclachlan v Earl of Kinnoull and anr act
Lowe v Ellis act
In re A Fountaine, dec In re F E Dowler, dec Fountaine v Amherst and ors act and counterclaim (s o not before June 29)
The British United Shoe Machinery Co ld and anr v Simon Collier Co ld act (not before June 23)
The Royal Insce Co ld v The Midland Insce Co ld act without pleadings (fixed for June 30, subject to anything pt hd)
Harvey and Taylor v Aynsley's Executors act
Evens v The Colonial Bank act
The Regent's Canal and Dock Co v The London County Council act
Skerrett v Johnson act and counterclaim
Farquhar v Newbury Rural District Council act (fixed for July 6, subject to anything pt hd)
Specterman v Wood act
The Staveley Coal and Iron Co ld v The Midland Ry Co act (s o not before July 1)
Macniven & Cameron ld v L & C Hardtmuth act
Giesemann v Cobb act (s o not before June 19)
Hicklin v Aron act
Crisp v Mannings act
Gates v Holman act Same v Same act
Ross v Sartorius act (transferred from K B Division—by order) (s o not before June 30)
In re Humphris, dec Humphris v Manabridge act
A C Potter & Co v New England Boring Co act
Dale v Newman act
Cassell v Cassell act
Hunter v Hunter act
The Traction Corpn ld and Robert Brown v Samuel Green Bennett act
Harris v Ellis act
In re Burgess, dec Burgess v Burgess act
Faldo v Side act
Shardlow v Simpson act
Wilson v Bawtree act
Herbert v Groome act and counterclaim
In re William Alderson, dec Alderson and anr v Batty act

Before Mr Justice Neville.
Retained by Order.
Adjourned Summonses.

In re Ratcliff, dec Vaughan-Lee v Ratcliffe adjd sumns
In re Lisseter Lisseter v Lisseter adjd sumns

Causes for Trial (with Witnesses).

Staunton v Hampshire Light Railways (Electric) Co act (not before Michaelmas Sittings)
Smallwood v Stubbs act
Woodbridge v Harvie act
Bott & Robinson v Lambeth Borough Council act (not before July 1)
Vavasour v Denham act and counterclaim
Philipps v England act and counterclaim
The Claims Realization Co ld v Classen act
The Electric and Anglo-American Manufacturing Co v John Jaques & Son ld act
In re Trade Marks Act, 1905 In re Application of Cudahay Packing Co In re Application of Springfield Chemical Co 281,794 motn (not before July 20)
In re The Registration of a Painting of the figure of a Dutch Woman, depicted as Chasing Dirt and In re The Fine Art Copyright Act motn (not before July 20)
British Ore Concentration Syndicate ld v The Minerals Separation ld act
Phillips v Baron act (not before June 28)
Golding v Chaplin act (not before June 20)
Osborne v Amalgamated Soc of Railway Servants act
The Bohm Lens Lamp Co v Bohm act
The Mashonaland Ry Co ld v The Beira Ry Co ld act and counterclaim
Jones v Saunders Bros act
The Exchange Steamship Co ld v The Lambard Steamship Co act
Viscount Cobham v Staffordshire County Council act
Erith & Co ld v Couch act
Horner v Clulow act (not before July 13)
Holliday v Edinburgh Life Assoc act
Pollitt v Jackson act
Blumenthal v Jackson act
Bowen v Griffin act and counterclaim
In re Foster, dec Foster v Pullin act and m f j
Wynn v Cree act
Hull v Percival act
The Butterley Co ld v The New Hucknall Co ld act (fixed for June 16)
In re The Cos' Acts, 1862 to 1900, and In re the Matter of the De Dion Bouton (1907) Co ld motn of F G Bowen (not before July 1)
In re Same and Same motn of Tweedy to rectify register (not before July 1)
Phillips v Phillips act
In re A Bull, dec Bull v Hopkins act
Denton v Gillies act
Hermes v Prosser act
Goldsworthy v Martin act
Sime v Andrews act

Before Mr. Justice Parker.
Retained by Order.

Causes for Trial (with Witnesses).

Henry Loftus Tottenham and ors v The Mayor, Aldermen and Burgesses of Portsmouth act
In re The Patents and Designs Act, 1907 In re Johnson's Patent, No 20,207 of 1894 petn for extension of term of Letters Patent (for July 21)
Rogers v Automatic Time Table Co ld and anr act (for June 18, subject to a pt hd)
In re The Patents and Designs Act, 1907 In re Kershaw's Patent, No 22,483* of 1894 petn for extension of term of Letters Patent (not before July 22)

Further Considerations.

In re A O W Simmonds, dec Kirkham v Rodgers fur con
In re Robert Christie, dec Christie v Christie fur con
In re Barlow, dec Stutely v Barlow fur con (set down by order of May 25)
Bland v Hosking fur con

Causes for Trial Without Witnesses and Adjourned Summonses.

In re Regent and Alder's Contract and In re The Vendor and Purchaser Act, 1874 adjd sumns pt hd (s o)
In re D Davies, dec Davies v Davies adjd sumns
In re S Skeet, dec Skeet v Skeet adjd sumns
Bruce and ors v Heathorn adjd sumns
In re Thomas Coulthard's Trusts Woollcombe v Gore adjd sumns
In re Baker's Settlement Trusts Hunt v Baker adjd sumns
In re Battcock's Estate Battcock v Battcock adjd sumns (restored for June 17)
In the Matter of the Arbitration Act, 1889 and In an Arbitration between the Albion Motor Car Co ld v The Lacre Motor Car Co ld m f j and motn (not before June 17)

In re Whiteman, dec Whiteman v Stuart-Dennison adjd sumns
In re Barton's Estate Freeman v Barton adjd sumns
In re A W Langlands Webster v Langlands adjd sumns
In re the Estate of Alice Hadley, dec Johnson v Hadley adjd sumns pt hd
In the Matter of W Anderson & Co ld G Grant ld v W Anderson & Co ld m f j (short)
In re Willoughby Bros ld Dole v The Company m f j (short)

Before Mr Justice Eve
Retained Adjourned Summons.
Attorney-Gen. v Birmingham, &c, District Drainage Board

Causes for Trial (with Witnesses).
Owen v Faversham Corpn act
Knowles & Wollaston v Chapman act
In re Hobson, dec Foster v Watson act Leeds District Registry
Harlech v Huntley act
The Mineral Estates ld v T W Scott Jones act and counterclaim
In re E Croydon, dec In re L A Croydon, dec In re G H Croydon, dec In re S J Croydon, dec In re W H Roberts, dec Hincks v Roberts act
Terrell v Gaskell act
Williams v Thomson act
White v Buckman act
Chapman v Michaelson act and counterclaim
In re R P Graham, dec Legge v Graham act
Cope v Crossingham act
Great Western Ry v Carpalla United China Clay Co and ors act (June 23, subject to anything pt hd)
The Potteries Electric Traction Co ld v Williams act
Webber v Waring & Gillow act
Hide Skin Produce Agency ld v Banbury Leather Manufacturing Co act
Thirer v Chilcott act
South American Ry Construction Co ld v Stephens act
Harris v Harris act
Piggott v Middlesex County Council act
Whitehead v Wycherley act and counterclaim
Hemming v Elphicke act
Goldman v Davis act
Devon United Mines (1906) ld v Bayldon act
Whitmores (Elenbridge) ld v Stanford act
Northern Press Engineering Co v Shepherd act
Jones v Jones act
Gruntwag & Morton v Bull act
Burns v Irving act
In re James Jones, dec Smith v Jones act
Boynton v Wilson act
In re Etty, dec Pierson v Smithson act
In re Friend, dec Ball v Friend act (s o)
Lister v Brookes ld act
In re Seago, dec Seago v Allerton act
Worms v Ramsay Ramsay v Worms act
Gowland v Monkhouse act
White v Hancock act
Lyon v Sampson act
Carnegie Steel Co v Bell Bros ld and anr act
Wormull v Wormull act
Locker-Lampson v Staveley Coal and Iron Co ld act
In re Carrick, dec Little v Carrick act
Sherwell v The Brit Transvaal and General Financial Co ld act
Mudge v Brit Imperial Assce Co ld act and counterclaim
In re T P Adler, dec Alder v Alder act
In re J H Fryer, dec Fryer v Fryer act
Colet Estates ld v Davis act
Stone v The Dosthill Granite Quarry Co ld act
Sime v Andrews act
Brittain v Pease & Partners ld act
In re Isaac Fogg, dec Ridgway v Fogg act

The Property Mart.

Sales of the Ensuing Week.

June 22.—Messrs. Weatherall & Green, at the Mart, at 2: Leasehold Residence, Freehold Properties, and Leasehold Ground-rents (see advertisement, p. iv., May 30).
June 22.—Messrs. Herring, Son, & Daw, at the Mart, at 2: Freehold Residence and Leasehold Investments (see advertisement, p. viii. May 30).
June 22.—Messrs. Furber, at the Mart, at 2: Freeholds (see advertisement, back page, June 13).
June 23.—Mr. Alexander Mossman, at the George Hotel, Chalfont St. Peter, Bucks: Freehold Estate (see advertisement, back page, June 13).
June 23.—Messrs. Beard & Son, at the Mart, at 2: Freehold Ground-rents (see advertisement, back page this week).
June 23.—Mr. Crispin, at the Rose and Crown Hotel, Saffron Walden, at 4.15: Freehold Estates (see advertisement, page iii., May 16).
June 23.—Messrs. Debenham, Tewson, & Co., at the Mart, at 2: Family Residence, Freehold Ground-rents and Freehold Property (see advertisement, p. ii., May 30).
June 23.—Messrs. Hampton & Sons, at the Mart: Town Houses (see advertisement, p. iii., May 30).
June 23.—Messrs. Beadel, Wood, & Co., at the Mart, at 2: Freehold Residential Estate (see advertisement, p. v., May 30).
June 24.—Messrs. D. Young & Co., at the Mart, at 2: Freehold Property (see advertisement, p. iv., May 30).
June 24.—Messrs. Fox & Sousfield, at the Mart, at 2: Freehold Ground and Beneficial Rents (see advertisement, back page, June 6).
June 24.—Messrs. Trollopes, at the Mart, at 2: Freehold Residential Property (see advertisement, back page, June 6).
June 25.—Messrs. Chesterton & Sons, at the Mart, at 2: Freehold Property and Investment (see advertisement, back page, June 13).
June 25.—Messrs. Debenham, Tewson, & Co., at the Mart, at 2: Freehold Residence and Land (see advertisement, p. ii., May 30).

Result of Sale.

Life Policies, Life Interests, and Shares.

Messrs. H. E. Foster & Cranfield held their usual Fortnightly Sale (No. 861) of the above-named Interests at the Mart, Tokenhouse-yard, E.C., when the following lots were sold, at the prices named, the total amount realized being £1,105 7s. 6d.:

		£	s.	d.
POLICIES OF ASSURANCE:				
For £1,210	Sold	510	0	0
For £500	,,	250	0	0
LIFE INTEREST in £65 per annum	,,	330	0	0
SHARES in various Commercial Undertakings	,,	15	7	6

Winding-up Notices.

London Gazette.—Friday, June 12.

JOINT STOCK COMPANIES.

Limited in Chancery.

Carpathian Ship Co, Limited—Creditors are required, on or before July 25, to send their names and addresses, and particulars of their debts or claims, to J Richard Prichard, liquidator
Field, Breeze, & Co, Limited—Creditors are required, on or before July 24, to send their names and addresses, and the particulars of their debts or claims, to William Coster Kemp, 22, Lord st, Liverpool, liquidator
Finsbury Syndicate, Limited—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Frederick John Asbury, Finsbury pvmnt House, liquidator
Frank Hodkinson, Limited—Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts or claims, to Fred Vaughan, Cleveland bldgs, 94, Market st, Manchester, liquidator
Harrison Patents Co, Limited—Creditors are required, on or before July 1, to send in their names and addresses, with particulars of their debts or claims, to Valentine George Stapleton, Stamford, liquidator
Paddington Motor Co, Limited—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Percy G Gale, 30, Brigstock rd, Thornton Heath, liquidator
Pinto Dairy Co, Limited—Creditors are required, on or before July 13, to send in their names and addresses, with particulars of their debts or claims, to Michael J Mallon, 74, Balliol rd, Bootle, liquidator
St Albans and District Electric Supply Co, Limited—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to James McLeod, 101, Finsbury pvmnt, liquidator
Thames Valley Wharf, Limited—Petn for winding up, presented June 9, directed to be heard on June 23. Easton & Sons, Walworth rd, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 22
West, Limited—Petn for winding up, presented June 9, directed to be heard on June 23. J B & F Purchase, Regent st, solors for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 22

London Gazette.—Tuesday, June 16.

JOINT STOCK COMPANIES.

Limited in Chancery.

Coates Bakeries, Limited—Petn for winding up, presented June 12, directed to be heard at the Court House, Half Acre, Brentford, on July 10. Blyth & Co, Gresham house, Old Broad st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 9
Cycledom, Limited—Petn for winding up, presented June 12, directed to be heard on June 30. Smith & Co, John st, Bedford row, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 29

J WOODING & SONS, LIMITED—Creditors are required, on or before July 4, to send their names and addresses, and the particulars of their debts or claims, to Wm George, solor, Wellingborough, liquidator

MIDDLESBROUGH MINERAL WATER Co, LIMITED—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to Frederic John Foster, Albert chmbrs, Middlesbrough, liquidator

MINES AND MINERALS EXPLORATION SYNDICATE, LIMITED—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to James Miller Mackay and Walter Lance Davis, 85, London wall, liquidators

NILE VALLEY (NEW) Co, LIMITED—Creditors are required, on or before July 20, to send their names and addresses, and particulars of their debts or claims, to George Thomson and Edward Andrew Schneidau, Throgmorton House, Copthall av, liquidators

RATHBONES SOUTH AFRICAN SYNDICATE, LIMITED—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to James Miller Mackay and Walter Lance Davis, 85, London wall. Dunderdale, London wall, solor to liquidators

SOUTHERN OIL FIELDS OF RUSSIA, LIMITED—Creditors are required, on or before July 22, to send their names and addresses, and the particulars of their debts or claims, to Lorenzo Whiting Chance, 1, Old Broad st. Bennett & Ferris, Coleman st, solors to liquidator

VICTORIA CARRIAGE WORKS, LIMITED—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to P & T Thomas, 104, High Holborn, liquidator

WELLS BROTHERS & Co, LIMITED—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Oscar Berry, Monument House, Monument sq, liquidator

YOULA COTTONS (ASHTON), LIMITED—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to Owen Wyatt Williams, 14, Ironmonger ln. Paddison & Co, Gresham st, solors for liquidator

Bankruptcy Notices.

London Gazette.—FRIDAY, June 12.

RECEIVING ORDERS.

BAGSHAW, ALFRED WILLS, Gravesend, Tinsmith Rochester Pet June 6 Ord June 6

BOTT, ALFRED SAMUEL, Portsmouth, House Agent Portsmouth Pet May 29 Ord June 6

BRADLEY, NICHOLAS, Sheffield, Licensed Victualler Sheffield Pet June 6 Ord June 6

COOPER, EDWARD HERBERT, Belgrave rd, Novelist High Court Pet Nov 26 Ord June 9

COWEN, TOM, Workington, Painter Workington Pet June 6 Ord June 6

CROOK, WALTER CHARLES CLEMENT, Trinity rd, Tulse hill, Commercial Traveller High Court Pet June 10 Ord June 10

DE WYTT, WILLIAM HENRY, Holly park, Crouch Hill, Bachelor of Medicine High Court Pet May 6 Ord June 9

DINNER, DAVID, Boscombe, Bournemouth, Gramophone Dealer Poole Pet June 10 Ord June 10

FOXFORD, HENRY, Tiverton, Devon, Tobacconist Exeter Pet June 10 Ord June 10

GREENHALGH, JOHN FRANCIS, St Dunstan's hill, Architect High Court Pet June 10 Ord June 10

HADLEY, EDWIN JAMES, Barnard rd, Battersea, Salesman Wandsworth Pet June 6 Ord June 6

HAWKINS, ARNOLD GEORGE, Botley, Hants, Grocer Southampton Pet June 9 Ord June 9

HOWITT, HENRY TURNER, Newbiggin by the Sea, Northumberland, Cycle Agent Newcastle on Tyne Pet June 5 Ord June 5

HULTON, HERBERT, Cottenham, Cambs, Licensed Victualler Cambridge Pet June 10 Ord June 10

HUTCHINGS, CHARLES ROBERT, Boscombe, Bournemouth, Solicitor Poole Pet June 6 Ord June 6

JARRITT, ROBERT, Bristol, Shopfitter Bristol Pet June 10 Ord June 10

MAHONEY, JAMES, Belvoir rd, East Dulwich, Surrey High Court Pet June 10 Ord June 10

MARTIN, BERTIE, Butterwick, Lincs, Baker Boston Pet June 9 Ord June 9

MILLETT, CHARLIE, Southampton, Draper Southampton Pet June 9 Ord June 9

MUNRO, GEORGE MACKAY, Brighton Brighton Pet June 6 Ord June 6

PEASCOD, JAMES, and ERNEST COCKBAIN, Keswick, Cumberland, Butchers Cockermouth Pet June 4 Ord June 4

RAIKES, EDGAR PUGET, Swansea, Dealer in Gramophones Swansea Pet June 6 Ord June 6

RICHARDSON, BERTIE, Gt Grimsby, Boot Dealer Gt Grimsby Pet June 9 Ord June 9

SHERRATT, JOHN HALL LOCKYER, Oxford, Retailer of Toys Oxford Pet May 30 Ord June 10

SMITH, JOHN THOMAS, Ossett, Yorks, Rag Merchant Dewsbury Pet May 29 Ord June 6

TASKER, JOHN THOMAS, and WILLIAM TASKER, Wellowgate, Gt Grimsby, Box Makers Gt Grimsby Pet June 5 Ord June 5

TEATHER, REUBEN, Eckington, Derby, Grocer Chesterfield Pet June 6 Ord June 6

TRETHOWAN, JAMES, Chyvelah, Kenwyn, Cornwall, Farmer Truro Pet June 10 Ord June 10

WALKER, DAVID, Aber, Carnarvon, Hotel Proprietor Bangor Pet May 29 Ord June 9

FIRST MEETINGS.

ATKIN, SAMUEL, Gt Haywood, nr Stafford, Butcher June 22 at 11 Swan Hotel, Stafford

BAGSHAW, ALFRED WILLS, Gravesend, Tinsmith July 6 at 12.15 115, High st, Rochester

BANBURY, JOHN, Stratton, Cornwall, Ironmonger June 22 at 12 Off Rec, 9, Bedford circus, Exeter

BOTT, ALFRED SAMUEL, Portsmouth, House Agent June 22 at 3 Off Rec, Cambridge junction, High st, Portsmouth

CANNON, MATTHEW WILLIAM, Charlton Musgrove, Somerset, Carpenter June 23 at 12.45 Off Rec, City chmbrs, Catherine st, Salisbury

CARNEY, WILLIAM ALOYSIUS, Stockport, Cabinet Maker June 23 at 2.45 Off Rec, Castle chmbrs, 6, Vernon st, Stockport

COOPER, EDWARD HERBERT, Belgrave rd, Novelist June 23 at 12 Bankruptcy bldgs, Carey st

DAVIS, GEORGE, Swindon, Coal Dealer June 22 at 3 Off Rec, 38, Regent circus, Swindon

DE WYTT, WILLIAM HENRY, Holly park, Crouch Hill, Bachelor of Medicine June 23 at 1 Bankruptcy bldgs, Carey st

DICKS, CLARENCE, Redcliffe gdns, South Kensington June 23 at 11 Bankruptcy bldgs, Carey st

EICKHOFF, WILLIAM, Hollybush gdns, Bethnal Green, Sawyer June 22 at 1 Bankruptcy bldgs, Carey st

FOXFORD, HENRY, Tiverton, Devon, Cycle Agent June 24 at 10.30 Off Rec, 9, Bedford circus, Exeter

GATES, EDWIN JAMES, Belgrave, Leicester, Engineers' Foreman June 22 at 3 Off Rec, 1, Berridge st, Leicester

GEER, ALICE, Regent st, Corset Maker June 23 at 2.30 Bankruptcy bldgs, Carey st

HADLEY, EDWIN JAMES, Barnard rd, Battersea, Salesman June 22 at 11.30 132, York rd, Westminster Bridge

HALES (Male), New Kent rd, Provision Merchant June 22 at 2.30 Bankruptcy bldgs, Carey st

HAWKINS, ARNOLD GEORGE, Botley, Hants, Grocer June 22 at 11 Midland Bank chmbrs, High st, Southampton

HAYDON, FLAXMAN, and HENRY GEORGE HAYDON, Camomile st, Accountants June 22 at 12 Bankruptcy bldgs, Carey st

HOWITT, HENRY TURNER, Newbiggin by the Sea, Northumberland, Cycle Agent June 20 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

HUTCHINGS, CHARLES ROBERT, Boscombe, Bournemouth, Solicitor June 22 at 3.30 The Hotel Metropole, Bournemouth

JONES, WILLIAM VALENTINE, Plymouth, Restaurant Keeper June 22 at 12 7, Buckland ter, Plymouth

KETTLE, BENJAMIN FIRTH, Hassocks, Sussex, Dealer June 25 at 3 Off Rec, 4, Pavilion bldgs, Brighton

LACY, FRANK, Shedfield, nr Bishops Waltham, Hants, Builder June 20 at 11 Midland Bank chmbrs, High st, Southampton

MILLETT, CHARLIE, Southampton, Draper June 22 at 10.30 Midland Bank chmbrs, High st, Southampton

MITCHELL, SON, & SOUTTER, C, Ventnor, I of W, Auctioneers June 24 at 4.30 The Hotel Metropole, Ventnor, I of W

MUNRO, GEORGE MACKAY, Brighton June 25 at 10 30 Off Rec, 4, Pavilion bldgs, Brighton

OLIVER, JAMES, Ryde, I W, Builder June 20 at 12 30 Off Rec, 33A, Holyrood st, Newport, I W

ORCHARD, JOSEPH JAMES, Long Eaton, Derby June 20 at 11.30 Off Rec, 47, Full st, Derby

POWELL, JOHN, West Cliff, Whitstable June 20 at 11.30 Off Rec, 68A, Castle st, Canterbury

RAIKES, EDGAR PUGET, Swansea, Dealer in Gramophones June 23 at 11 Off Rec, 31, Alexandra rd, Swansea

SMYTH-PIGOTT, J W, Hove, Sussex June 25 at 10 Off Rec, 4, Pavilion bldgs, Brighton

TAYLOR, WILLIAM FLETCHER, Stevenage, Herts, Nurseryman June 20 at 11.30 Bankruptcy bldgs, Carey st

VEXLEAR, JOSEPH, Liverpool, Smallware Dealer June 23 at 11 Off Rec, 35, Victoria st, Liverpool

WALKER, GEORGE HERBERT, Milford, Derby, Greengrocer June 20 at 11 Off Rec, 47, Full st, Derby

WELLS, FRANK, Herne Bay, Kent, Solicitor June 20 at 10.45 Off Rec, 68A, Castle st, Canterbury

WILLIAMS, CHARLES, Penygraig, Llanerchymedd, Coal Merchant June 22 at 12 Crypt chmbrs, Eastgate row, Chester

WILLOUGHBY, SPENCER REGINALD CAMERON, Chancery ln, Architect June 22 at 12 Bankruptcy bldgs, Carey st

WILSON, ARTHUR FREDERICK, Southampton, Jeweller June 20 at 10.30 Midland Bank chmbrs, High st, Southampton

WILSON, ARTHUR JESSE, Loughborough, Leicester, Baker June 22 at 12 Off Rec, 1, Berridge st, Leicester

WOODS, LUKE HENRY, Ludgate hill, Proprietor of Trade Journals June 22 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ABRAHAMS, ALBERT LYON, Fordwych rd, Cricklewood High Court Pet April 6 Ord June 10

BRADLEY, NICHOLAS, Sheffield, Licensed Victualler Sheffield Pet June 6 Ord June 6

COWEN, TOM, Workington, Cumberland, Painter Cockermouth Pet June 6 Ord June 6

CROOK, WALTER CHARLES CLEMENT, Trinity rd, Tulse Hill, Commercial Traveller High Court Pet June 10 Ord June 10

DINNER, DAVID, Boscombe, Bournemouth, Gramophone Dealer Poole Pet June 10 Ord June 10

FOXFORD, HENRY, Tiverton, Devon, Tobacconist Exeter Pet June 10 Ord June 10

GARRETT, FREDERICK HERBERT WILLIAM, Westcliff on Sea, Essex, Boot Dealer Chelmsford Pet April 28 Ord June 5

GREENHALGH, JOHN FRANCIS, Leigh on Sea, Essex, Architect High Court Pet June 10 Ord June 10

HADLEY, EDWIN JAMES, Barnard rd, Battersea, Salesman Wandsworth Pet June 6 Ord June 6

HAWKINS, ARNOLD GEORGE, Botley, Hants, Grocer Southampton Pet June 9 Ord June 9

HULTON, HERBERT, Cottenham, Cambs, Licensed Victualler Cambridge Pet June 10 Ord June 10

HUTCHINGS, CHARLES ROBERT, Boscombe, Bournemouth, Solicitor Poole Pet June 6 Ord June 6

MAHONEY, JAMES, Belvoir rd, East Dulwich High Court Pet June 10 Ord June 10

MARTIN, BERTIE, Butterwick, Lincs, Baker Boston Pet June 9 Ord June 9

MILLET, CHARLIE, Southampton, Draper Southampton Pet June 9 Ord June 9

MUNRO, GEORGE MACKAY, Brighton Brighton Pet June 6 Ord June 9

OLIVER, JAMES, Ryde, Builder Newport Pet May 23 Ord June 6

PEASCOD, JAMES, and ERNEST COCKBAIN, Keswick, Cumberland, Butchers Workington Pet June 4 Ord June 4

RAIKES, EDGAR PUGET, Swansea, Dealer in Gramophones Swansea Pet June 6 Ord June 6

RICHARDSON, BERTIE, Gt Grimsby, Boot Dealer Gt Grimsby Pet June 9 Ord June 9

SEARL, EDWARD ATHELSTANE, Wells, Somerset, Tax Collector Wells Pet May 26 Ord June 9

TASKER, JOHN THOMAS, and WILLIAM TASKER, Wellowgate, Gt Grimsby, Box Makers Gt Grimsby Pet June 5 Ord June 5

TEATHER, REUBEN, Eckington, Derby, Grocer Chesterfield Pet June 6 Ord June 6

TRETHOWAN, JAMES, Chyvelah Kenwyn, Cornwall, Farmer Truro Pet June 10 Ord June 10

USHER, JAMES LAWRY, Mayfield, Sussex Tunbridge Wells Pet April 16 Ord June 10

WELLS, FRANK, Herne Bay, Solicitor Canterbury Pet April 22 Ord June 6

WILSON, ARTHUR FREDERICK, Southampton, Jeweller Southampton Pet May 11 Ord June 10

WRAGG, HENRY, Rugby, Warwick, Cycle Maker Coventry Pet May 2 Ord June 10

ADJUDICATION ANNULLED, RECEIVING ORDER RESCINDED, AND PETITION DISMISSED.

WALKER, FREDERICK, Fenchurch st, Watchmaker High Court Rec Ord March 29, 1910 Adjud May 10, 1900 Resc, Annul, and Dis of Pet May 14, 1908

London Gazette.—TUESDAY, June 16.

RECEIVING ORDERS.

BISHOPP, GEORGE RICHARD, Strood, Kent, Butcher Rochester Pet June 13 Ord June 13

BLAKE, THOMAS, Halifax, Fried Fish Dealer Halifax Pet June 11 Ord June 11

BOLTON, JOSEPH, Otley, Yorks, Rate Collector Leeds Pet May 29 Ord June 12

BURPITT, CLARENCE HAYWARD, Bourton, Dorset, Builder Salisbury Pet June 12 Ord June 12

CARTER, GEORGE FREDERICK, East Harting, Norfolk, Baker Norwich Pet June 12 Ord June 12

CUNDALL, HARRY, Leeds, Joiner Leeds Pet June 11 Ord June 11

CUTHBERTSON, CUTHBERT, Madingley, Hardwick, Cambs, Farmer Cambridge Pet May 29 Ord June 12
DAVIES, THOMAS, Brynfedwen, Capel Hendre, Carmarthen, Coal Miner Carmarthen Pet June 12 Ord June 12
DOWNING, CHARLES, Norwich, Builder's Clerk Norwich Pet June 11 Ord June 11
DUNFORD, OSWALD FREDERICK, Oxford, Chemist Oxford Pet June 13 Ord June 13
EDWARDS, EDGAR, Bishopsgate av, Director High Court Pet June 2 Ord June 12
GOODLIFFE, ALFRED JAMES, Sherrard rd, Forest Gate, Commercial Clerk High Court Pet June 13 Ord June 13
GROSMANN, OSCAR, Piccadilly, General Agent High Court Pet May 26 Ord June 12
HANN, EDWIN, Coldharbour, Sherborne, Dorset, Plasterer Yeovil Pet June 13 Ord June 13
HAYWARD, JAMES, Bexhill on Sea, Baker Hastings Pet June 1 Ord June 11
HOLDEN, KATE HANNAH, Gloucester gate, Regent's Park, Licensed Victualler High Court Pet May 23 Ord June 12
JOSEPH, HENRY, Maesteg, Glam, Roadsman Cardiff Pet June 12 Ord June 13
KEEYS, ELIZABETH ANN, Romford rd Stratford, Tobacconist High Court Pet June 12 Ord June 12
MOYLE, EDWIN, Burley, Craven Arms, Salop, Wheelwright Leominster Pet June 13 Ord June 13
NASH, WILLIAM HENRY, Stoneleigh st, Notting Hill, Coal Merchant High Court Pet June 12 Ord June 12
NAYLOR, SAMUEL, Scholes, Cleckheaton, Yorks, Wheelwright Bradford Pet June 11 Ord June 11
O'BRIEN, JOHN, Cwmavon, Glam, Contractor Neath Pet June 11 Ord June 11
PALMER, HERBERT BYERLEY, Hove, Sussex, Butcher Brighton Pet June 11 Ord June 11
PAYNE, WALTER JOHN, Fobbing, Essex, Builder Chelmsford Pet May 27 Ord June 11
QUILLER, WILLIAM JOHN TUCKER, Lostwithiel, Cornwall, Builder Truro Pet June 13 Ord June 13
REES, DAVID MORRIS, Tredegar, Mon, Saddler Tredegar Pet June 12 Ord June 12
RENNARD, HERBERT, Crossflatts, Bingley, Yorks, Paperhanger Bradford Pet June 11 Ord June 11
SOLOMONS, S B, Wentworth st, Merchant High Court Pet March 13 Ord June 11
STOKES, EDWIN JAMES SMITH, Poole, Dorset, Builder Poole Pet June 13 Ord June 13
THOMSON, HUGH, Leeds, Commission Agent Leeds Pet June 11 Ord June 11
WARCHTER, A, Queen's gate, South Kensington High Court Pet April 4 Ord June 11
WILLIAMS, DANIEL, Penbryrhir, Devil's Bridge, Cardigan, Farmer Aberystwyth Pet June 10 Ord June 10
WOOD, ERNEST VICTOR, Wilton rd, Shepherd's Bush, Butcher Greenwich Pet June 12 Ord June 12
WORRALL, WILLIAM ARTHUR, Watford St Albans Pet June 12 Ord June 12

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